

**LIBER**

**5**

**1**

**8**

BOOK 518 PAGE 1

269757

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) and Address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

William Robinson Smith  
T/A Wm Robinson Smith Trucking  
1219 Pekin Road  
Pasadena, Md. 21122

Beltway Ford Truck Sales, Inc.  
8300 Ardwick-Ardmore Road  
Landover, Md. 20785

RECORD FEE 12.00

POSTAGE .50

#070170 0777 R01 T13#28

4 This financing statement covers the following types (or items) of property:

22' Van (no serial # available) attached to  
1982 Ford LN7000 Serial #1FDPR70U6CVA25746

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL  
SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es) 09/21/87

Associates Commercial Corp.  
1801 McCormick Drive JA  
Suite 200  
Landover, Md. 20785

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered,  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

1332890-25

WILLIAM ROBINSON SMITH

BELTWAY FORD TRUCK SALES INC.

By: William R Smith  
Signature(s) of Debtors

By: Dave Kerec  
Signature(s) of Secured Parties

Filing Officer Copy — Alphabetical

12.50

603469 Rev 12-80

269758

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)  
William Robinson Smith T/A  
Wm. Robinson Smith Trucking  
1219 Perkin Rd.  
Pasadena, Md. 21122

2 Secured Party(ies) and Address(es)  
Beltway Ford TRuck Sales, Inc.  
8300 Ardwick-Ardmore Rd.  
Landover, Maryland 20785

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00

POSTAGE .50

#070180 0777 R01 T13:29

09/21/87

4 This financing statement covers the following types (or items) of property:  
22' Van (Serial # not available) attached to  
1982 Ford LN7000 Serial #1FDPR70UXCVA26172  
~~XXXXXXXXXX~~  
DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDIDITONAL SALES  
CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)  
Associates Comm. Corp. *SR*  
1801 McCormick Dr. Suite 200  
Landover, Md. 20785

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ~~XXXX~~ ARUNDEL COUNTY

1332 PPS-25

By: William R. Smith  
William R. Smith  
Signature(s) of Debtor(s)

Beltway Ford Truck  
By: [Signature]  
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

10-50

269759

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Kenneth W. Faulkner 689 Waugh Chapel Road Odenton, Md. 21113	<b>2 Secured Party(ies) and Address(es)</b> Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #070190 0777 R01 T13#29  <b>5 Assignee(s) of Secured Party and Address(es)</b> 09/21/87 Associates Commercial Corp P.O. Box A College park, Md. 20740
<b>4 This financing statement covers the following types (or items) of property:</b> 1987 Western Star 4964-2 Ser. # 2WLPCCJE2HK918258 1987 R/S Dump Body Ser. # 87020206 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

133/5/8/28

Kenneth W. Faulkner  
 By: Kenneth W. Faulkner  
 Signature(s) of Debtor(s)

For Washington Freightliner, Inc  
 By: [Signature]  
 Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1750 133/5/8/28 5/13/87

BOOK 518 PAGE 4

269760

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) John L Hood 689 Waugh Chapel Rd Odenton, Md. 21113	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #070200 0777 R01 T13:30 09/21/87
4 This financing statement covers the following types (or items) of property: 1987 Western Star 4964-2 Ser.# 2WLPCCJE8HK918264 1987 R/S Dump Body Ser.# 87020207  DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY 1329829-15

John L. Hood  
By: John L. Hood  
Signature(s) of Debtors

Washington Freightliner, Inc  
By: [Signature]  
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1150

BOOK 518 PAGE 5

269761

Debtor or Assignor Form

*Thomas T. Lockett*

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor  
Thomas T. Lockett

Address  
3468 Pike Ridge Road  
Edgewater, Maryland 21036

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) New 1835B Uniloader Case  
Serial #17168948

RECORD FEE 11.00  
POSTAGE .50  
#070260 0777 R01 T13:36

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

09/21/87  
JR

3.  Proceeds  Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
*Thomas T. Lockett*  
Thomas T. Lockett

Secured Party (or Assignee)  
THE FIRST NATIONAL BANK OF MARYLAND  
BY *Walter H. ...*

FNB 0850

Type or print names under signatures

1150

269762

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. RECORD FEE 11.00
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 36,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) St. Paul Computer Center, Inc. Address(es) 300 Hospital Drive Suite #27 Glen Burnie, Maryland 21061

6. Secured Party Equitable Bank, National Association Address 100 South Charles Street Baltimore, Maryland 21201 RECORD TAX 252.00  
Attention: Harry J. Oxford, Jr. POSTAGE .50  
Documentation Assistant #070500 0777 R01 T13:58

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property: 09/21/87 JA

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
St. Paul Computer Center, Inc. (Seal) \_\_\_\_\_ (Seal)

BY: *[Signature]* (Seal) \_\_\_\_\_ (Seal)  
Frederick Levinsky, President

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

*11/25/87*

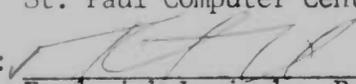
**SCHEDULE A**

This Schedule A is attached to and made a part of a certain financing statement by and between Equitable Bank, National Association, a national banking association, and St. Paul Computer Center, Inc., a Maryland corporation.

7. F. SPECIFIC EQUIPMENT AND FIXTURES

Sperry Disc Drive - Serial Number 70A7 - 1275  
Sperry Disc Drive - Serial Number 70A6 - 1238  
Sperry System Update Computer Boards

St. Paul Computer Center, Inc.

BY:  (SEAL)  
Frederick Levinsky, President

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

BOOK 518 PAGE 8

269763

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): A. J. KIRBY CONSTRUCTION, INC. 820 GENERALS HIGHWAY MILLERSVILLE, MD 21108  (IN ANNE ARUNDEL COUNTY)	2. Secured Party(ies) Address(es) And Name(s): JOHN C. LOUIS CO. INC. 1805 CHERRY HILL ROAD BALTIMORE, MD 21230	4. For Filing Officer: Date, Time, File No., Filing Office:  RECORD FEE 11.00 POSTAGE .50 #070770 0777 R01 T14:17	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) ONE MELROE 743 BOBCAT WITH A 60" BUCKET WITH TEETH AND STEEL-BELTED TIRES. SER NO.: 33434 ONE MELROE 909 BACKHOE WITH A 16" BUCKET, SER. NO.: M3854		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107 09/21/87 JA	
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX!! DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	

8. Signatures:

A. J. KIRBY CONSTRUCTION, INC. JOHN C. LOUIS CO. INC.

By Albert J. Kirby By W. Davison

Albert J. Kirby, President Debtor(s) [or Assignor(2)] W. Davison, Secured Party(ies) [or Assignee(s)]  
President

(1) Filing Officer Copy - Numerical 150 THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

STATE OF MARYLAND

BOOK 518 PAGE 9

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255932

RECORDED IN LIBER 483 FOLIO 322 ON March 26, 1985 (DATE)

1. DEBTOR

Name Stammer's Marine Center, Inc.  
8938 Fort Smallwood Road, Pasadena, MD 21122  
Address 8878 Fort Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY

Name ITT Commercial Finance Corp.  
Address 1851 S. Central Pl., #221, P.O. Box 1359  
Kent, WA 98032

RECORD FEE 10.00

Person And Address To Whom Statement Is To Be Returned If Different From Above POSTAGE .50

3. Maturity date of obligation (if any)

#073890 C345 R01 T08:52

09/22/87  
JK

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
<p>Please amend Debtor address to include:</p> <p>Corker's Boatyard Water Oak Point Road Pasadena, MD 21122</p> <p>Shipley's Boatyard Shipley Drive Pasadena, MD 21122</p> <p>Carback's Marina 1856 Cedar Drive Pasadena, MD 21122</p> <p>Please amend Secured Party address to read: 450 Shattuck Ave. S., P.O. Box 1185 Renton, WA 98057</p>	

Stammer's Marine Center, Inc.

By: Wm. A. Stammer

Dated 8-4-87

Chuck Zittel

(Signature of Secured Party)

ITT Commercial Finance Corp.

Type or Print Above Name on Above Line

10  
5

STATE OF MARYLAND

BOOK 518 PAGE 10

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250522

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON Jan. 19, 1984 (DATE)

1. DEBTOR

Name Stammer's Marine Center, Inc.

Address 8938 & 8878 Fort Smallwood Road, Pasadena, MD 21112

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address 450 Shattuck Ave. S., P.O. Box 1185

Renton, WA 98057

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

#073900-0345 R01 T08:52

09/22/87

JK

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>				
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>				
<p><b>Amendment:</b> Please amend Debtor addresses to include:</p> <table border="0"> <tr> <td>Shipley's Boatyard Shipley Drive Pasadena, MD 21122</td> <td>Corker's Boatyard Water Oak Point Road Pasadena, MD 21122</td> </tr> <tr> <td>Carback's Marina 1856 Cedar Drive Pasadena, MD 21122</td> <td></td> </tr> </table>		Shipley's Boatyard Shipley Drive Pasadena, MD 21122	Corker's Boatyard Water Oak Point Road Pasadena, MD 21122	Carback's Marina 1856 Cedar Drive Pasadena, MD 21122	
Shipley's Boatyard Shipley Drive Pasadena, MD 21122	Corker's Boatyard Water Oak Point Road Pasadena, MD 21122				
Carback's Marina 1856 Cedar Drive Pasadena, MD 21122					

Stammer's Marine Center, Inc.

By: Mr. G. Stammer

Dated 8-4-87

Chuck Zittel

(Signature of Secured Party)

ITT Commercial Finance Corp.

Type or Print Above Name on Above Line

10-5

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 247293 recorded in  
Liber 461, Folio 501 on May, 1983 (Date).

1. DEBTOR(S):  
Name(s) Daniel L. and Lana S. Callihan  
Address(es) 104 Wellham Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY:  
Name John Hanson Savings & Loan, Inc.  
Address 11700 Beltsville Drive, Beltsville, Maryland 20705

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00

POSTAGE .50

#074220 C345 R01 T11:02

09/22/87  
JA

9. SIGNATURES.

SECURED PARTY

John Hanson Savings & Loan, Inc.  
By *Cassandra D. Nutt*  
Cassandra D. Nutt, Assistant Vice President  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Please Return to: *Brokers Title Co., Inc.*  
*9 W Courtland St.*  
*Bel Air, MD 21014*

*10.50*

269764

300 518 PAGE 12

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
Medserv Acquisition Corporation  
C/O 2551 (Beverly Enterprises Medical  
Equipment Corporation) Arundel Oxygen  
900-A Commerce Road  
Annapolis, MD 21401

2 Secured Party(ies) and address(es)  
The Connecticut Bank and  
Trust Company, N.A.  
One Atlantic Street  
Stamford, CT 06901

3 Maturity date (if any)

For Filing Officer (Date, Time  
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property  
See Description of Collateral annexed hereto as Exhibit A and made a part  
hereof. From time to time, the Debtor may conduct business from and locate  
assets at other locations including, without limitation, those set forth  
in Exhibit B annexed hereto and made a part hereof.

RECORD FEE 17.00  
POSTAGE .50

5 Assignee(s) of Secured Party and  
Address(es)  
2074280 L343 R01 T1107  
09/22/87  
JA

THIS FINANCING STATEMENT IS SUBJECT TO THE MARYLAND RECORDATION TAX. A  
RECORDATION TAX IN THE AMOUNT OF \$88.68 WAS PAID TO THE SECRETARY OF STATE,  
STATE OF MARYLAND ON 9/22, 1987.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

County Filing

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

MEDSERV ACQUISITION CORPORATION

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

By: Peter B. Balin VP  
Signature(s) of Debtor(s) Title

By: [Signature] A.T.  
Signature(s) of Secured Party(ies) Title

17 (1) Filing Officer Copy-Alpha-Beta-Gamma

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT A

BOOK 518 PAGE 13

**DEBTOR:**

Medserv Acquisition Corporation

**SECURED PARTY:**

The Connecticut Bank and Trust  
Company, N.A.  
One Atlantic Street  
Stamford, CT 06901

- (a) All accounts, accounts receivable and general intangibles of the Borrower, whether or not the same be listed on any schedules, assignments or reports furnished to Secured Party from time to time, and processor's lien rights in customer goods with respect thereto, now existing or hereafter arising;
- (b) All contract rights of the Debtor, now existing or hereafter arising;
- (c) All interest of the Debtor now existing or hereafter arising, in goods or merchandise as to which an account receivable for goods sold or delivered has arisen;
- (d) All instruments, documents of title, policies, certificates, proceeds of insurance (including credit insurance and insurance on customer-owned goods for which an account is outstanding) covering goods shipped, delivered, billed, returned or for which an account receivable has arisen; and chattel paper whether or not any of the foregoing may hereafter be in the possession of Secured Party or Debtor or as to which Secured Party or Borrower may now or hereafter control possession by documents of title or otherwise; and all property allocable to unshipped orders and all merchandise returned by or reclaimed by or repossessed from customers, all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor;
- (e) Any returns of any goods or merchandise sold or delivered or other proceeds, including insurance proceeds, resulting from the sale or disposition or any or all inventory of Debtor;
- (f) All Debtor's rights and/or remedies to any merchandise sold;
- (g) All rights to returned merchandise and Federal, State and Local tax refunds;
- (h) All inventory now owned and hereafter acquired by Debtor, wherever located, including all contract rights with respect thereto and documents representing the same and further including all goods held for sale or lease or to be furnished under contracts of service, raw materials,

DEBTOR:

Medserv Acquisition Corporation

SECURED PARTY:

The Connecticut Bank and Trust  
Company, N.A. 318  
One Atlantic Street  
Stamford, CT 06901

work in process, or materials used or consumed. The security interest described herein continues in all collateral described in this paragraph (except goods sold as provided in Section 9-307, UCC), notwithstanding sale, exchange or other disposition thereby by Borrower; sale, exchange or other disposition of said collateral is NOT otherwise authorized by Secured Party in the security agreement or otherwise;

- (i) All books and records relating to the aforesaid collateral;
- (j) All equipment, machinery, appliances, furniture, fixtures, now existing or hereafter arising, wherever located;
- (k) All patents, patent applications, licenses, trademarks, trade names, copyrights and applications therefor, and any other proprietary rights, whether now owned or hereafter arising;
- (l) All schematic drawings, blueprints and engineering data used in the business of Debtor whether now owned or hereafter arising;
- (m) All bank accounts of the Borrower; and
- (n) All proceeds and products of the foregoing collateral.

EXHIBIT B

2551 (Beverly Enterprises Medical Equipment Corporation)  
Arundel Oxygen  
900-A Commerce Road  
Annapolis, MD 21401

2550 (Beverly Enterprises Medical Equipment Corporation)  
Recovery Room  
Easton Plaza  
Easton, MD 21601

2479 (Pledge Medical, Inc.)  
Pledge Medical  
12115-E Parklawn Drive  
Rockville, MD 20852

2548 (Beverly Enterprises Medical Equipment Corporation)  
Ames DME  
Route 13 South  
Salisbury, MD 21801

2826 (Beverly Enterprises Medical Equipment Corporation)  
Ames Plaza Drug  
Route 13 South  
Salisbury, MD 21801

2549 (Beverly Enterprises Medical Equipment Corporation)  
Ocean Medical  
503 Cross Street  
Salisbury, MD 21801

BOOK 518 PAGE 10

FINANCING STATEMENT

269765

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Record.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of \_\_\_\_\_.

5.	<u>Debtor(s) Name(s)</u>	<u>Address(es)</u>
	Technology Leasing Associates	9150 Rumsey Road Columbia, MD 21045
		80 West Street Suite 110 Annapolis, MD 21401

RECORD FEE 16.00  
 POSTAGE .50  
 #074870 0777 R01 T14:45  
 09/22/87  
 JA

6.	<u>Secured Party</u>	<u>Address</u>
	Mary E. Walters Trust	Howard County, MD

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Specific Equipment. All of the equipment and property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto

10

and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Technology Leasing Associates

By: Richard E. Walters  
Richard E. Walters,  
General Partner

By: Leonard E. Moodispaw  
Leonard E. Moodispaw,  
General Partner

By: M. Willson Offutt IV  
M. Willson Offutt IV,  
General Partner

SECURED PARTY:

Mary E. Walters Trust

By: Richard E. Walters  
Richard E. Walters,  
Trustee

Address where Collateral  
will be located:

9150 Rumsey Road,  
Columbia, Maryland 21045

Mr. Clerk: Please return to: M. Willson Offutt IV, Blumenthal,  
Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868,  
Annapolis, Maryland 21404.  
C:tla-1.fs

SCHEDULE "A"

<u>Quantity</u>	<u>Description</u>
1	Project Software, Installation and Training
1	Word Processing Software
1	IBM AT Computer System
1	EPSON Printer
1	LOTUS 1-2-3 Software



thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

System Engineering &  
Development Corporation

By: Richard E. Walters  
Richard E. Walters

SECURED PARTY:

Technology Leasing  
Associates

By: M. Willson Offutt  
M. Willson Offutt,  
General Partner

By: Leonard E. Moodispaw, IV  
Leonard E. Moodispaw, IV,  
General Partner

By: Richard E. Walters  
Richard E. Walters,  
General Partner

Address where Collateral  
will be located:

9150 Rumsey Road,  
Columbia, Maryland 21045

Mr. Clerk: Please return to: M. Willson Offutt IV,  
Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

C:tla-2.fs

SCHEDULE "A"

<u>Quantity</u>	<u>Description</u>
1	Project Software, Installation and Training
1	Word Processing Software
1	IBM AT Computer System
1	EPSON Printer
1	LOTUS 1-2-3 Software

269768

Identifying File No. \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stursa, Marvin J.

Address 1223 Dorsey Rd., Glen Burnie, MD 21061

RECORD FEE 11.00

POSTAGE .50

2. SECURED PARTY

Name Royal Plaza Associates Limited Partnership

Assignee Chrysler Capital Corporation

Address IDM Building 17100 S. Halsted Street

Greenwich Office Park I  
Greenwich, CT 06836-6900

Harvey, IL 60426-6190

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all units of limited partnership interest owned by Debtor in Royal Plaza Associates Limited Partnership, a Florida limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

*not subject to recordation tax*

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(34) ANNE ARUNDEL CO MD  
STATE ACKNOWLEDGEMENTS IN  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12204  
01F0668/7307

*[Signature]*  
(Signature of Debtor) *Attorney-in-fact*

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)  
ROYAL PLAZA ASSOCIATES LIMITED PARTNERSHIP  
By: CCI-Associates 1987-A Limited Partnership  
Type or Print Above Signature on Above Line

*et al per A.E.*

*11-50*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rosov, Howard L.  
Address 101 Ridgely Avenue, Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#075430 0777 R01 T11:06

2. SECURED PARTY

Name Royal Plaza Associates Limited Partnership  
Address IDM Building 17100 S. Halsted Street  
Harvey, IL 60426-6190

Assignee  
Chrysler Capital Corporation  
Greenwich Office Park I  
Greenwich, CT 06836-6900

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all units of limited partnership interest owned by Debtor in Royal Plaza Associates Limited Partnership, a Florida limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

*not subject to recordation tax*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Anne Arundel Co, MD*

Mail to *ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 62 BARKS ST*

*01F0668/7367*

*[Signature]*  
(Signature of Debtor) *Stephen C. Kratochvil Attorney-in-fact*

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*[Signature]*

(Signature of Secured Party)  
ROYAL PLAZA ASSOCIATES LIMITED PARTNERSHIP  
By: *CCL-Associates 1987-A Limited Partnership*  
Type or Print Above Signature on Above Line

*1/5*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kushner, Jack RECORD FEE 11.00  
Address 2030 Homewood Road, Ferry Farms, Annapolis, MD 21402 POSTAGE .50

2. SECURED PARTY

Name Royal Plaza Associates Limited Partnership Assignee #07440 0777 R01 T11#06  
Chrysler Capital Corporation  
Address IDM Building 17100 S. Halsted Street Greenwich Office Park I  
Greenwich, CT 06836-6900  
Harvey, IL 60426-6190 08/23/87  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all units of limited partnership interest owned by Debtor in Royal Plaza Associates Limited Partnership, a Florida limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

(14) Anne Arundel Co MD

not subject to recordation tax

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

OIF0668/7368

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
57 JAMES ST  
BALTIMORE, MD 21201

Stephen C. Kratorvil  
(Signature of Debtor) attorney-in-fact

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
ROYAL PLAZA ASSOCIATES LIMITED PARTNERSHIP  
By: CCI-Associates 1987-A Limited Partnership  
Type or Print Above Signature on Above Line

11

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Feinstein, Harold and Sandra  
Address 1682 Coventry Ct., Annapolis, MD 21401

2. SECURED PARTY

Name Royal Plaza Associates Limited Partnership  
Address IDM Building 17100 S. Halsted Street Harvey, IL 60426-6190  
Assigned Chrysler Capital Corporation  
Address Greenwich Office Park I Greenwich, CT 06836-6900  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 09/23/87

RECORD FEE 12.00

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all units of limited partnership interest owned by Debtor in Royal Plaza Associates Limited Partnership, a Florida limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

*Not subject to recordation tax*

CHECK THE LINES WHICH APPLY *01F0668/7367*

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Stephen C. Kratochvil*  
(Signature of Debtor) *Attorney-in-fact*

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

REGISTRATION ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 52 JAMES ST ALBANY, N.Y. 12204

*Anne Arnold Co, MD.*

*S. P. [Signature]*  
(Signature of Secured Party)  
ROYAL PLAZA ASSOCIATES LIMITED PARTNERSHIP  
By: CCL-Associates 1987-A Limited Partnership  
Type or Print Above Signature on Above Line

*12*

269772

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bissell, Robert B. and Corinne, M.  
Address 402 Ridgely Avenue, Annapolis, MD 21401

RECORD FEE 12.00  
POSTAGE .50

MD75460 0777 R01 T11:07

2. SECURED PARTY

Name Royal Plaza Associates Limited Partnership  
Address IDM Building 17100 S. Halsted Street  
Harvey, IL 60426-6190

Assignee Chrysler Capital Corporation  
Greenwich Office Park I  
Greenwich, CT 06836-6900  
09/23/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All right, title and interest of Debtor in any and all units of limited partnership interest owned by Debtor in Royal Plaza Associates Limited Partnership, a Florida limited partnership, together with all rights to any income therefrom, together with any proceeds thereof.

*Not subject to recordation tax*

*(4) Anne Arundel MD*

CHECK THE LINES WHICH APPLY *01/06/87/7367*

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

SEEKIN ACKNOWLEDGEMENTS IN NATIONWIDE INFORMATION 52 JAMES ST ALBANY, N.Y. 12204

*Stephen C. Kratochvil*  
(Signature of Debtor) *attorney-in-fact*

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*R. B. A.*  
(Signature of Secured Party)  
ROYAL PLAZA ASSOCIATES LIMITED PARTNERSHIP  
By: *CCI Associates 1987-A Limited Partnership*  
Type or Print Above Signature on Above Line

*12*

RECORDING IN FINANCING  
CROSS INDEX - LAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MACY'S NEW JERSEY, INC.  
Address 151 West 34th Street, New York, New York 10001

2. SECURED PARTY

Name CITICORP REAL ESTATE, INC.  
Address c/o Thacher Proffitt & Wood  
Two World Trade Center, New York, New York 10048

RECORD FEE 23.00

POSTAGE .50

#075470 0777 R01 T11:18

Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/23/87

CX

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's right, title and interest and all personal property, rents, profits, leases described in Rider A attached hereto, located on real property described in Exhibit A attached hereto.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Anne Arundel Co., MD  
① 06F1105-7545

Jane A. Keating  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Kenneth V. Brooks  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

MACY'S NEW JERSEY, INC.

Type or Print Above Signature on Above Line

CITICORP REAL ESTATE, INC.

27  
✓

PARCEL I

BEGINNING as a point in easterly side of the Anne Arundel County Linear Park, said point being North 56° 49' 09" East, 899.20 feet from the southeasterly corner of the property owned by Melvin J. Wengert, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2516 folio 143, thence with the line of the said park with meridian referred to as Maryland State Grid North, as surveyed by Dewberry & Davis;

- (1) North 14° 26' 21" East, 595.76 feet, to a point curve, thence leaving said Linear Park and running reversely with Parcel DA-1, with said curve to the right having a radius of 297.55 feet on an arc of 243.80 feet subtended by a chord,
- (2) North 37° 54' 42" East, 237.04 feet, to a point compound curve, continuing to the right with a radius of 600.00 feet on an arc of 360.00 feet subtended by a chord,
- (3) North 78° 34' 23" East, 354.63 feet, to a point reverse curvature, thence a curve to the left having a radius of 165.80 feet on an arc of 153.69 feet subtended by a chord,
- (4) North 69° 12' 23" East, 148.24 feet, thence
- (5) North 42° 39' 04" East, 224.94 feet, to a point of curvature to the right having a radius of 400.00 feet on an arc of 78.35 feet subtended by a chord,
- (6) North 48° 15' 44" East, 78.22 feet, thence
- (7) North 35° 13' 15" East, 21.20 feet, to a point on the westernmost side of Governor Ritchie Highway, which point is a corner in common with Parcel DA-1 and the Shopping Center Parcel, thence leaving Parcel DA-1 and running contiguous with said westernmost side and the Shopping Center Parcel,
- (8) South 35° 24' 37" East, 42.00 feet, to a point of intersection of said westernmost side and the Developer Parcel, thence departing Governor Ritchie Highway and running through the Shopping Center Parcel, reversely with the Developer Parcel,
- (9) South 54° 35' 23" West, 15.00 feet, to a point of curvature to the left having a radius of 365.00 feet on an arc of 76.05 feet subtended by a chord,
- (10) South 48° 37' 14" West, 75.92 feet, thence
- (11) South 42° 39' 04" West, 365.56 feet, to a non-radial intersection with curve having a radius of 276.53 feet, thence from said point on curve; with the 276.53 feet radius curve to the right an arc-distance of 5.95 feet which is subtended by a chord,
- (12) South 67° 37' 46" East, 5.95 feet, thence
- (13) South 67° 00' 48" East, 2.83 feet, to a point of curve, said curve bearing toward the right on a radius of 218.69 feet and an arc of 161.14 feet subtended by a chord,

(14) South 45° 54' 14" East, 157.52 feet, thence with a compound curve, along a radius of 145.50 feet on an arc of 141.65 feet subtended by a chord,

(15) South 15° 01' 42" East, 140.96 feet, to a point reverse curvature, said curve to the left having a radius of 376.50 feet on an arc of 380.96 feet subtended by a chord,

(16) South 34° 14' 57" East, 364.92 feet, thence,

(17) South 45° 00' 00" West, 142.44 feet,

(18) North 45° 00' 00" West, 60.00 feet,

(19) South 45° 00' 00" West, 132.81 feet,

(20) North 25° 00' 00" West, 48.30 feet,

(21) South 45° 00' 00" West, 60.00 feet,

(22) South 77° 28' 16" West, 248.30 feet,

(23) North 75° 30' 00" West, 50.00 feet,

(24) South 14° 30' 00" West, 17.36 feet,

(25) North 75° 30' 00" West, 124.09 feet,

(26) South 14° 30' 00" West, 60.00 feet,

(27) North 75° 30' 00" West, 243.00 feet,

(28) South 14° 30' 00" West, 60.00 feet,

(29) North 75° 30' 00" West, 96.91 feet, to point and place of beginning.

CONTAINING 14.4092 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated November 2, 1984, last revised May 22, 1985.

PARCEL II

SUBJECT to a Ground Lease Parcel from Anne Arundel County to TKL-EAST, as follows:

BEGINNING

BEGINNING as a point on common line between the Developer parcel and May parcel, said point being the same point of beginning as described in "The Ground Lease Parcel through a portion of the Developer Parcel", Parcel 3B, and also being distant South 45° 00' 00" West, 113.37 feet from the beginning of the nineteenth line of said Macy Parcel, thence running with said common line with Meridian referred to Maryland State Grid North,

(1) South 45° 00' 00" West, 19.44 feet,

(2) North 25° 00' 00" West, 48.30 feet,

(3) South 45° 00' 00" West, 56.96 feet, thence departing said common line and running through said Macy Parcel,

(4) North 36° 23' 06" West, 855.02 feet, to intersect the common line between the Macy Parcel and Parcel DA-1, thence continuing reversely with said line and with a curve to the right having a radius of 297.55 feet and an arc of 29.49 feet subtended by a chord,

(5) North 58° 32' 42" East, 29.48 feet, to the point of a compound curve, thence with a radius of 600.00 feet and an arc of 37.15 feet subtended by a chord,

(6) North 63° 09' 29" East, 37.14 feet, thence departing said common line and running through the Macy Parcel,

BOOK 518 PAGE 30

(7) South 36° 23' 06" East, 882.24 feet, to the place and point of beginning.

CONTAINING 1.2979 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated November, 1984.

PARCEL II

ALSO TOGETHER with non-exclusive easements for ingress and egress, parking, pedestrian access, utilities, sewer and storm drainage as granted in the certain Construction, Operation and Reciprocal Easement Agreement dated June 28, 1985 and executed by and among TKL-EAST, a Michigan co-partnership, Marley Properties Corp., a Maryland Corporation and The May Department Stores Company, a New York Corporation authorized to do business in the State of Maryland recorded July 2, 1985 in Liber EAC 3908 at folio 257.

Right to acquire demised premises as set forth in Section 18 of the Lease between TKL-EAST and Marley Properties Corp., dated June 28, 1985 and recorded July 2, 1985 among the land records of Ann Arundel County in Liber EAC 3908 at folio 469.

## RIDER A

All right, title and interest of Debtor in and to (i) all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fire sprinklers and alarm systems, boilers, refrigerating, electronic monitoring, window or structural cleaning rigs, mechanical, structural, and electrical performance systems, and (ii) all installations, fixtures and furnishings specifically designed for any part of the Premises and Improvements including but not limited to computer systems, hardware and software and other utility installations, and (iii) all appraisals, engineering, soils and other reports and studies relating to the Premises and Improvements, and (iv) all permits, licenses and contract rights, warranties, guaranties, and equipment manuals or catalogues. The interest granted in the property described in clauses (i) through (iv) shall (I) be limited to the fixtures and personal property relating to the present and future use, occupancy and operation of the Premises and the Improvements as a retail store, (II) be owned by Mortgagor, or in which Mortgagor has or shall have an interest, (III) be now or hereafter located upon the Premises and Improvements, or appurtenant thereto and (IV) (A) exclude inventory, cash registers which are on a centralized system and computers, telephones and other equipment which are part of an inter-store, inter-divisional or inter-corporate communications system, (B) exclude contracts, permits or licenses not freely assignable or relating to other properties and (C) exclude any sign (whether or not a fixture) or any personal property that bears any trade name, trademark, service mark, trade style, copyright, trade dress or other intellectual property now or hereafter owned by or used or identified with the promotion, marketing, advertising, sales or retailing activities of a department store operated by, RHM or any of its Affiliates (the property described in this paragraph (b) is hereinafter collectively called the "Equipment").

The security interest hereby granted includes all of the Debtor's interest as tenant in and to that certain Lease the ("Lease") to be executed between Debtor, as tenant and Marley Properties Corp. or nominee thereof, as landlord; the Debtor's interest being assigned hereby including all of Debtor's right to receive all payments coming due under the Lease, whether denominated as fixed minimum rent, percentage rent, other rent, purchase prices, condemnation awards or in any other manner.

This UCC-1 Financing Statement is filed in connection with a certain Mortgage to be executed in the principal sum of \$61,400,000.00 given by Debtor, et al. to Secured Party covering the leasehold estate of Debtor, et al. in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

Mail to

RECORDING IN FINANCING  
CROSS INDEX - LAND

269773

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marley Properties Corp.

Address 151 West 34th Street, New York, New York 10001

RECORD FEE 23.00

2. SECURED PARTY

Name Citicorp Real Estate, Inc.

POSTAGE .50

Address c/o Thacher Proffitt & Wood

#075490 0777 R01 T11418

Two World Trade Center, New York, New York 10048

09/23/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's right, title and interest <sup>in</sup> and all personal property, rents, profits, leases described in Rider A attached hereto, located on real property described in Exhibit A attached hereto.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(34) 06F1105-7545  
Anne Arundel Co, MD

Jan A. Peck  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Kenneth V. Burke  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Marley Properties Corp.

Citicorp Real Estate, Inc.

232

EXHIBIT APARCEL I

BEGINNING as a point in easterly side of the Anne Arundel County Linear Park, said point being North  $56^{\circ} 49' 09''$  East, 899.20 feet from the southeasterly corner of the property owned by Melvin J. Wengert, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2516 folio 143, thence with the line of the said park with meridian referred to as Maryland State Grid North, as surveyed by Dewberry & Davis;

(1) North  $14^{\circ} 26' 21''$  East, 595.76 feet, to a point curve, thence leaving said Linear Park and running reversely with Parcel DA-1, with said curve to the right having a radius of 297.55 feet on an arc of 243.80 feet subtended by a chord,

(2) North  $37^{\circ} 54' 42''$  East, 237.04 feet, to a point compound curve, continuing to the right with a radius of 600.00 feet on an arc of 360.00 feet subtended by a chord,

(3) North  $78^{\circ} 34' 23''$  East, 354.63 feet, to a point reverse curvature, thence a curve to the left having a radius of 165.80 feet on an arc of 153.69 feet subtended by a chord,

(4) North  $69^{\circ} 12' 23''$  East, 148.24 feet, thence

(5) North  $42^{\circ} 39' 04''$  East, 224.94 feet, to a point of curvature to the right having a radius of 400.00 feet on an arc of 78.35 feet subtended by a chord,

(6) North  $48^{\circ} 15' 44''$  East, 78.22 feet, thence

(7) North  $35^{\circ} 13' 15''$  East, 21.20 feet, to a point on the westernmost side of Governor Ritchie Highway, which point is a corner in common with Parcel DA-1 and the Shopping Center Parcel, thence leaving Parcel DA-1 and running contiguous with said westernmost side and the Shopping Center Parcel,

(8) South  $35^{\circ} 24' 37''$  East, 42.00 feet, to a point of intersection of said westernmost side and the Developer Parcel, thence departing Governor Ritchie Highway and running through the Shopping Center Parcel, reversely with the Developer Parcel,

(9) South  $54^{\circ} 35' 23''$  West, 15.00 feet, to a point of curvature to the left having a radius of 365.00 feet on an arc of 76.05 feet subtended by a chord,

(10) South  $48^{\circ} 37' 14''$  West, 75.92 feet, thence

(11) South  $42^{\circ} 39' 04''$  West, 365.56 feet, to a non-radial intersection with curve having a radius of 276.53 feet, thence from said point on curve; with the 276.53 feet radius curve to the right an arc distance of 5.95 feet which is subtended by a chord,

(12) South  $67^{\circ} 37' 46''$  East, 5.95 feet, thence

(13) South  $67^{\circ} 00' 48''$  East, 2.83 feet, to a point of curve, said curve bearing toward the right on a radius of 218.69 feet and an arc of 161.14 feet subtended by a chord,

(14) South 45° 54' 14" East, 157.52 feet, thence with a compound curve, along a radius of 145.50 feet on an arc of 141.65 feet subtended by a chord,

(15) South 15° 01' 42" East, 140.96 feet, to a point reverse curvature, said curve to the left having a radius of 376.50 feet on an arc of 380.96 feet subtended by a chord,

(16) South 34° 14' 57" East, 364.92 feet, thence,

(17) South 45° 00' 00" West, 142.44 feet,

(18) North 45° 00' 00" West, 60.00 feet,

(19) South 45° 00' 00" West, 132.81 feet,

(20) North 25° 00' 00" West, 48.30 feet,

(21) South 45° 00' 00" West, 60.00 feet,

(22) South 77° 28' 16" West, 248.30 feet,

(23) North 75° 30' 00" West, 50.00 feet,

(24) South 14° 30' 00" West, 17.36 feet,

(25) North 75° 30' 00" West, 124.09 feet,

(26) South 14° 30' 00" West, 60.00 feet,

(27) North 75° 30' 00" West, 243.00 feet,

(28) South 14° 30' 00" West, 60.00 feet,

(29) North 75° 30' 00" West, 96.91 feet, to point and place of beginning.

CONTAINING 14.4092 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated November 2, 1984, last revised May 22, 1985.

PARCEL II

SUBJECT to a Ground Lease Parcel from Anne Arundel County to TKL-EAST, as follows:

BEGINNING

BEGINNING as a point on common line between the Developer parcel and May parcel, said point being the same point of beginning as described in "The Ground Lease Parcel through a portion of the Developer Parcel", Parcel 3B, and also being distant South 45° 00' 00" West, 113.37 feet from the beginning of the nineteenth line of said Macy Parcel, thence running with said common line with Meridian referred to Maryland State Grid North,

(1) South 45° 00' 00" West, 19.44 feet,

(2) North 25° 00' 00" West, 48.30 feet,

(3) South 45° 00' 00" West, 56.96 feet, thence departing said common line and running through said Macy Parcel,

(4) North 36° 23' 06" West, 855.02 feet, to intersect the common line between the Macy Parcel and Parcel DA-1, thence continuing reversely with said line and with a curve to the right having a radius of 297.55 feet and an arc of 29.49 feet subtended by a chord,

(5) North 58° 32' 42" East, 29.48 feet, to the point of a compound curve, thence with a radius of 600.00 feet and an arc of 37.15 feet subtended by a chord,

(6) North 63° 09' 29" East, 37.14 feet, thence departing said common line and running through the Macy Parcel,

(7) South 36° 23' 06" East, 882.24 feet, to the place and point of beginning.

CONTAINING 1.2979 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated November, 1984.

PARCEL II

ALSO TOGETHER with non-exclusive easements for ingress and egress, parking, pedestrian access, utilities, sewer and storm drainage as granted in the certain Construction, Operation and Reciprocal Easement Agreement dated June 28, 1985 and executed by and among TKL-EAST, a Michigan co-partnership, Marley Properties Corp., a Maryland Corporation and The May Department Stores Company, a New York Corporation authorized to do business in the State of Maryland recorded July 2, 1985 in Liber EAC 3908 at folio 257.

Right to acquire demised premises as set forth in Section 18 of the Lease between TKL-EAST and Marley Properties Corp., dated June 28, 1985 and recorded July 2, 1985 among the land records of Ann Arundel County in Liber EAC 3908 at folio 469.

All of Debtor's right, title and interest to or pursuant to the following:

1. Lease dated December 3, 1982 between TKL-East, as Tenant, and Anne-Arundel County, Maryland ("County") as Landlord, recorded in Book 3549, page 788.

BOOK 518 PAGE 36

# NOT USED

9/24/87

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 37  
Identifying File No. 269816

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen C & Betty Delancy  
Address 4 Alder Rd. Naval Station, Annapolis, MD, 21402

2. SECURED PARTY

Name Norwest Financial Leasing Inc  
Address 24B Defense St, PO Box 532, Annapolis, MD, 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9/15/91

4. This financing statement covers the following types (or items) of property: (list)

House Trailer Vehicle ID #164996 Make SORT B-Style MS Certificate NO. 523303-B  
Plate No. 79H12254 in 1980 year RECORD FEE 12.00  
Control No. 843400470058 POSTAGE .50  
#078400 0055 R01 T12:02  
09/24/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stephen C Delancy  
(Signature of Debtor)

Stephen C Delancy  
Type or Print Above Name on Above Line

Betty L Delancy  
(Signature of Debtor)

Betty L Delancy  
Type or Print Above Signature on Above Line

S. P. Snyder  
(Signature of Secured Party)

S. P. Snyder  
Type or Print Above Signature on Above Line

12/1/87



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269817

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated September 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Sand & Gravel, Inc.
Address St. Stephens Church Rd. Crownsville, MD 21032

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
#076570 C345 R01 T08#50
09/24/87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Cunningham Sand & Gravel, Inc.

James Cunningham (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

U. Brian A. U.P. (Signature of Secured Party)

Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101 After Recording Return to:

1930

LAW OFFICES
GOLDSTEIN AND SHER, P. A.
1709 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the \_\_\_\_\_ day of \_\_\_\_\_ by and between

**Cunningham Sand & Gravel, Inc.**, having its principal place of business at  
**St. Stephens Church Road, Crownsville, MD 21032**Mortgagor and **Credit Alliance Corporation** Mortgagee

## WITNESSETH

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.25 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pillage and also where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks, prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 10% for each 25% change in the prime rate. However, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective. However, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

*Alvin J. [Signature]*  
Secretary

Cunningham Sand & Gravel, Inc. (Seal)  
Mortgagor

By *James Cunningham* (Title)  
President

STATE OF Maryland  
COUNTY OF BALTIMORE  
Anne Arundel

} ss

*James Cunningham*

being duly sworn, deposes and says

of Cunningham Sand & Gravel, Inc.

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 11<sup>th</sup> day of September 1957  
*[Signature]*  
NOTARY PUBLIC



*James Cunningham*  
President

STATE OF MARYLAND COUNTY OF Baltimore ss  
I, Joel I. ENFC a Notary Public duly qualified in and for said County and State, do hereby certify that on this 11<sup>th</sup> day of September 1957 in (Place) \_\_\_\_\_ in said County, before me personally appeared James Cunningham to me personally well known

(For Individual) and known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of Cunningham Sand & Gravel, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
*[Signature]*  
NOTARY PUBLIC

(Notary Seal)



SCHEDULE "A"

300 518 41

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 11 1967 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
	Without limiting any of the terms and conditions of the above-mentioned Chattel Mortgage, Mortgagor grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:		
One (1)	Complete Sand and Gravel Wash Plant consisting of but not limited to the following:		
One (1)	New 8' X 14' single compartment bin		6-755-04MQ
One (1)	New 25 HP conveyor with reciprocating plate feeder, S/N 216		1028
One (1)	Cedarapids 6' X 16' TD Screen		38805
One (1)	New Eagle semi-portable AUTOSPEC low head section		12013
One (1)	Caterpillar Scraper	631B	13G1238

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Cunningham Sand & Gravel, Inc.

By:

*M. Berry AUP*

By:

*James Cunningham*  
President

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 269818

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated September 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Asphalt Company, Inc.  
Address Box 871 Route 1 Crownsville, MD 21032

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 41.00  
POSTAGE .50

#076580 0345 R01 T09:50

09/24/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Cunningham Asphalt Company, Inc.  
*James Cunningham*  
(Signature of Debtor)

James Cunningham  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

*M. B. ...*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

41.50

After Recording Return to:

LAW OFFICES  
GOLDSTEIN AND SHER, P. A.  
1709 CHARLES CENTER SOUTH  
36 SOUTH CHARLES STREET  
BALTIMORE, MARYLAND 21201

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 17<sup>th</sup> day of September 1987 by and between**Cunningham Asphalt Company, Inc., having its principal place of business at  
Box 87, Route 1 Crownsville, MD 21032**Mortgagor and Credit Alliance Corporation Mortgagee

## WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations," as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee of which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgagee against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment, Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

Banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if the latter there be one or more increases or decreases in said prime rate the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 10% for each 25% change in the prime rate however in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If after default by Mortgagor in the payment performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable Mortgagee shall demand full payment performance or fulfillment or otherwise to proceed such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage or to demand full performance or fulfillment or otherwise to proceed and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee No delay or failure on the part of Mortgagee in exercising any right privilege remedy or option hereunder shall operate as a waiver of such or of any other right privilege remedy or option and no waiver whatever shall be valid unless in writing signed by an officer of Mortgagee and then only to the extent therein set forth This Mortgage cannot be changed or terminated orally The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding shall be binding upon Mortgagor for the purpose of establishing the terms therein set forth and shall constitute prima facie proof thereof Mortgagee shall have the right to enforce any one or more remedies available to it successively alternately or concurrently Only a writing signed by an officer of Mortgagee shall be effective but only to the extent therein specifically set forth to change modify or terminate any Mortgage Obligation this Mortgage or any other agreement between Mortgagor and Mortgagee

8. All of the rights remedies options privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee any transferee or holder of this Mortgage and their respective successors and assigns and all the terms conditions promises covenants provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives successors and assigns of the respective parties Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products Each Officer signing this Mortgage warrants full authority to sign for the party named and said person individually together with the party named shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale transfer assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse all without charge to Mortgagee such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee Mortgagor recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement guaranty or endorsement all of which shall remain and continue in full force and effect

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms the parties agree that the validity enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee whichever renders each such provision effective however if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof

IN WITNESS WHEREOF Mortgagor has caused these presents to be duly executed the day and year first above written

ATTEST

*[Signature]*  
Secretary

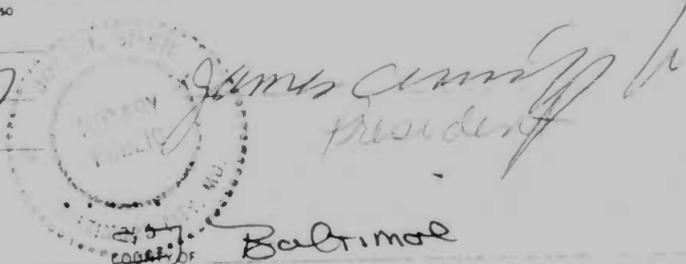
Cunningham Asphalt Company, Inc. (Seal)  
Mortgagor  
By *[Signature]* (Title)  
President

STATE OF MD and ANNE ARUNDEL COUNTY OF

James Cunningham being duly sworn deposes and says  
of Cunningham Asphalt Company, Inc.

- 1. He is the President (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods chattels and property mentioned and described in the foregoing Mortgage Said goods chattels and property are free of all liens and encumbrances of any kind nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof and there are no claims onsets or defenses against the same
- 3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation
- 4. There are no judgments against Mortgagor and no attachment or execution is now outstanding against any of Mortgagor's property No receiver of Mortgagor has ever been appointed or applied for There are no proceedings in bankruptcy pending affecting Mortgagor nor have there ever been any such proceedings affecting Mortgagor and no assignment for the benefit of creditors has been made by Mortgagor
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein and this affidavit is made to induce Mortgagee to do so

Sworn to before me this 11th day of September 1957  
*[Signature]*  
NOTARY PUBLIC



STATE OF MARYLAND  
Joel I. Shen a Notary Public duly qualified in and for said County and State do hereby certify that on this 11th day of September 1957 in (Place) Baltimore in said County before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed sealed executed and delivered the same as and to be his free lawful and voluntary act and deed for the uses purposes and consideration therein mentioned and contained

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated and produced and delivered the same before me who upon being first duly sworn by me stated that he knows the contents of said instrument and duly acknowledged to me that he signed sealed and delivered same in said partnership name as and for and to be his and said partnership's free lawful and voluntary act and deed for the uses purposes and consideration therein mentioned

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the James Cunningham of Cunningham Asphalt Company, Inc. who being by me first duly sworn did say that he is such officer of the aforesaid corporation named in the within foregoing and annexed instrument of writing and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment that he knows the contents of said instrument that he resides at \_\_\_\_\_ that he knows the seal of said corporation that the seal affixed to said instrument is the corporate seal of said corporation that said instrument was signed sealed and delivered on behalf of said corporation by authority of its Board of Directors and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written  
*[Signature]*  
NOTARY PUBLIC

BODA 518 PAGE 45

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract Chattel Mortgage or Lease dated September 11 1987 between the undersigned.

ITEM NO.	QUANTITY	BCE FAMILY MODEL NO.	Description of Equipment
6	1	CFS5	<p><u>FIVE BIN COLD FEED SYSTEM</u></p> <p><u>Bins</u></p> <p>Bins are designed as a bolt together assembly, stationary configuration. All panels and structural members are prefabricated and painted; ready for field assembly. Top opening of each bin is 14 feet by 14 feet. Bin capacity is 60 tons heaped, 52 tons struck. Bin bottom openings are tapered for uniform material flow. Bolt-on back fill side panels for both sides and one end of assembled bin unit are provided from base of unit up to 4' from top. Height of assembled unit is approximately 13'4". Support frame base plates are designed for support by job furnished slab and footings. Bin plate is 1/4" steel. Heavy-duty support structure is constructed from 6" x 6" x 1/2" angle bolted to back. Includes grizzly for fielded installation on one bin.</p> <p><u>FIVE BIN COLD FEED SYSTEM (Cont'd)</u></p> <p><u>Feeders</u></p> <p>Bin feeders are 24" wide by 8' long, bolting directly on assembled bin unit. Feeders are a channel frame conveyor driven by a 3 HP variable speed D.C. motor. Feeder conveyors are equipped with adjustable calibration gates, feed transfer chutes to collect conveyor and flashings.</p> <p><u>Collector Conveyor</u></p> <p>The collector conveyor collects aggregate from the individual feeder conveyors and transfers it to the intermediate conveyor on the plant. The collector conveyor is channel frame construction, driven by a 7.5 HP motor. Unit is complete with heavy duty belting and splice material. Unit is designed as bolt together assembly/disassembly. Includes individual aggregate weigh scales for four (4) feed bins mounted on collector conveyor. Aggregate weigh scale for fifth bin is mounted on the 24' intermediate conveyor.</p> <p><u>Controls</u></p> <p>Material flow rates will be controlled by the Selectron 240 system and/or BCE fully automated control system.</p>

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By:

[Signature] ACP

Purchaser, Mortgagor or Lessee:

Cunningham Asphalt Company, Inc.

By:

[Signature]  
President

BDD\* 518 ONE 49

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	DEPARTMENT / MODEL NO.	Description of Equipment
1	MS 300		<p>One new BCE Model 300 Drum Mix Asphalt Plant including the following:</p> <p>1. <u>DRUM MIXER UNIT</u></p> <p>The drum mixer unit includes a dryer assembly and burner unit, mounted on a stationary heavy structural unit frame.</p> <p>a. <u>Dryer Assembly</u></p> <p>The dryer assembly includes a 7.3 x 30 foot drum, complete with "J" bucket lifting flights, friction drive system including (4) trunnion rollers, (2) 50 HP drum drive motors, 7.5 HP underfeed conveyor asphalt inlet piping with 3-way divert valve and exhaust shroud with side discharge.</p> <p>b. <u>Burner Unit</u></p> <p>Includes oil or natural gas fired 129 MBTU Genco Model HP 129 burner, ignition port, and 75 HP burner blower.</p> <p>Note: Excludes regulator or any hook-up components which may be required by any local, state or federal utilities or authorities.</p> <p>c. <u>Exhaust Fan Assembly</u></p> <p>Includes 200 HP heavy duty exhaust fan with high efficiency radial tip impeller, statically and dynamically balanced. The exhaust fan is mounted on the Venturi Wet Scrubber.</p> <p>2. <u>ASPHALT AND FUEL SUPPLY EQUIPMENT</u></p> <p>Includes a pump pallet assembly with an asphalt pumping system and a 5 HP fuel pump. Asphalt pumping system includes a variable speed positive displacement jacketed asphalt pump with a hydrostatic drive system powered by a 20 HP motor. The asphalt pumping system is interlocked to the aggregate feed rate.</p>

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By:

N. Brown AUP

Purchaser, Mortgagor or Lessee:

Cunningham Asphalt Company, Inc.

By:

James Cunningham  
President

**SCHEDULE "A"**

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	BCE PART/ MODEL NO.	Description of Equipment	PAGE
			<p>3. <u>PLANT CONTROL CENTER</u></p> <p>Stationary 11' x 27' control house with tubular frame construction, includes lifting eyes, insulation, aluminum siding, wire ducts in floor, slanted front and side tinted windows, electric heater/air conditioner, interior paneling, and tiled floor.</p> <p>The control house is divided into two compartments, an office and the plant control compartment:</p> <p>a. <u>Plant Control Compartment</u></p> <p>The plant control compartment includes the plant control console and the following plant controls:</p> <p>(1) <u>Burner Controls</u></p> <p>GenControl II automatic burner control system with mass-feed forward and AID, flame safeguard, mix temperature recorder and control cable with quick disconnects.</p> <p>(2) <u>Aggregate/Asphalt Ratio Controls</u></p> <p>Includes Selectron Model 240 computerized control system complete with video terminal, electronic printer, 16K core computer, silo loadout panel and controls, drum mix control panel, and full BCE back-up system.</p> <p>(3) <u>Motor Control Panel</u></p> <p>Includes stop/start pushbuttons for each of the plant motors.</p> <p>(4) <u>Motor Control Center</u></p> <p>Includes across line starters for motors through 100 HP and reduced voltage starters for motors over 100 HP; 120/240V control transformer and main circuit breaker panel. Motor interlocks are included on all BCE supplied motor starters. Standard power for motors is 230/460V, 3Ø, 60 Hz.</p> <p>Included on the control house are exterior quick disconnects for all cables to plant equipment of 100 amps or less.</p>	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Cunningham Asphalt Company, Inc.

By:

[Signature] A.V.P.

By:

[Signature]  
President

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	BCE PART/ MODEL NO.	Description of Equipment	PRICE
			<p>4. <u>PLANT CABLES</u></p> <p>Includes complete set of plant cables and connectors for all BCE supplied motors/equipment. Cable lengths are based on a standard plant layout.</p>	
2	1	300-55	<p><u>ASPHALT SAMPLE SYSTEM</u></p> <p>Includes an automatic 3-way sample valve installed in the A/C line and associated controls.</p>	
3	1	1C-3030	<p><u>AGGREGATE SAMPLE SYSTEM</u></p> <p>For aggregate sampling and calibration, included is a 30" wide by 30' long channel frame conveyor. <u>Extra wide skirting on hopper to facilitate dumping from truck to hopper.</u> Unit is complete with 7.5 HP drive motor, gear reducer, electrical switch gear, and divert gate with electro pneumatic actuator system.</p>	
4	4	300-R	<p><u>AMMETERS (Per Motor)</u></p> <p>Includes a current transformer (located in the motor control center) and an ammeter (mounted on the control console) for indicating actual motor current for the two drum drives, exhaust fan, and bucket elevator.</p>	
5	1	300-PCC	<p><u>THE PYROCORE® - COMBUSTION CHAMBER <u>only</u></u></p> <p>The PYROCORE® is a BCE proprietary flow mixing and heat diffusing apparatus which controls the aggregate heating rate at the drum entrance. It is uniquely designed to allow processing of recycle mixes and processing of virgin mixes with lower stack emission levels. The PYROCORE® contains a high alloy combustion chamber with passive secondary air control through "slot" cooling ports.</p> <p>The PYROCORE® includes a combustion chamber, mounting hardware, blast shield, ignition port interface hardware, and water spray nozzles (for cold feed unit).</p>	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: [Signature] A.V.P.

Purchaser, Mortgagor or Lessee:

Cunningham Asphalt Company, Inc.

By: [Signature]  
President

BOOK 518 PAGE 49

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	ICE PARTS MODEL NO.	Description of Equipment	PRICE
7	1	LAA-5	<p><u>LOW AGGREGATE ALARM SYSTEM</u></p> <p>System is used to detect no aggregate condition; includes tilt switches installed on each of the feed bins, indicator lights and pushbutton in the control center, time delay relay to prevent nuisance indications, plus associated cable and connectors.</p>	
8	2	BAC	<p><u>BIN AIR CANNON</u></p> <p>Air cannons are provided to alleviate flow from arching in two (2) of the cold feed bins. Includes controls, cable and connectors.</p>	
9	1	IC-3024	<p><u>INTERMEDIATE CONVEYOR</u></p> <p>Includes a 30" x 24' channel frame conveyor with 7.5 HP drive motor and shaft mounted reducer, V-belt drive, load hopper, and stationary "A" frame support. Includes the fifth weigh scale unit.</p>	
10	1	VS-48	<p><u>VIBRATING SCREEN</u></p> <p>Unit includes 4' x 8' single deck shaker screen complete with steel alloy screen cloth; deck dividers in the center; 3 HP electric drive motor and reducer; support structure for installing the screen; motor starter, power cable and connectors, and pushbuttons.</p>	
11	1	AC-25	<p><u>AIR COMPRESSOR</u></p> <p>Unit includes compressor, 240 gallon holding tank, 25 HP motor, motor starter, power cable and connectors and pushbuttons in the control panel.</p>	
12	1	VWS-3005	<p><u>VENTURI WET SCRUBBER SYSTEM</u></p> <p>System includes special ducting to accommodate plant layout, adjusting slide fitting and transitions from the exhaust shroud to the dewatering tank; remotely controlled articulated Venturi section; dewatering tank and frame assembly; high pressure 15 HP water pump and motor; electrical switch gear including motor starter, circuit breaker, pushbuttons, power cables and connectors. Includes mounting and hook-up of the exhaust fan on the dewatering tank frame assembly.</p>	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: [Signature] DVP

Purchaser, Mortgagor or Lessee:

Cunningham Asphalt Company, Inc.

By: [Signature]  
President

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	PLANT/MAKE/ MODEL NO.	Description of Equipment	REMARKS
13	1	RPS	<p>REJUVENATOR PUMPING SYSTEM</p> <p>For mixing rejuvenator with asphalt when recycling, includes the following:</p> <p>a. Pump pallet unit consisting of (1) asphalt pump, (1) 3 HP D.C. motor and tachometer, speed reducer and associated electrical.</p> <p>b. 3 stage mixer, 3 way A/C valve(s), versa valve(s), and matrix actuator(s).</p> <p>c. Includes controls, cable, connectors, and associated electricals.</p>	
14	1	6070-ERC	<p>TRUCK WEIGHING SYSTEM</p> <p>Unit is 10' x 70' sixty-ton capacity "Groundbugger" stationary scale complete with solid steel checker plates, low profile design, load cells, and weight instrumentation. Includes Selection loadout control and ticket printing system.</p>	
15	1	BS400-78BE	<p>BUCKET ELEVATOR - STATIONARY - BITUMA-STOR</p> <p>Stationary bucket elevator includes 24" wide buckets on 12" centers, heavy duty roller chain, 80 HP drive motor, 400 TPH production capacity, access doors, vertical access ladder to top of elevator, hydraulic cleanout, electrical controls and wiring. Also includes splitter chute with heated and insulated pant legs to feed dual silo system.</p>	
16	2	RS-150S	<p>HOT MIX SILO - STATIONARY - BITUMA-STOR</p> <p>Dual 150 ton capacity deluxe hot mix storage silos include long term storage gates, hot oil heat, cone and silo sides, hot oil booster pump, 5" insulation on cone, gates, walls and top. Units have high/medium/low level indicators, mix dispenser with splitter section on silo top, 12' wide by 12' high drive thru clearance, electrical controls and wiring. One silo includes an external reject mix chute.</p>	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Cunningham Asphalt Company, Inc.

By: *[Signature]* A.V.P.

By: *[Signature]*  
President

515 51

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

ITEM NO.	QUANTITY	REF. PART / MODEL NO.	Description of Equipment	PRICE
17	1	DFT-305	<p><u>ASPHALT STORAGE AND HEATING UNIT</u></p> <p><u>Direct Fired Tank</u></p> <p>Includes an insulated 30,000 gallon storage tank; No. 2 fuel oil or natural gas fired burner mounted on gooseneck; burner temperature controls; control panel; combustion chamber and main heat tube; manhole, internal ladder, measuring dipstick, catwalk, external ladder and 500 gallon fuel tank mounted on gooseneck. Circulation system includes fin coil, expansion tank, hot oil pump, strainer, relief valve, thermometers, pressure gauges, and time clock. System operates as a scavenger heat system in the direct fired tank. Unit is stationary configuration.</p>	
		AST-APP	<p>a. <u>Asphalt Piping Package</u></p> <p>Includes complete piping between the asphalt storage and heating unit and drum mixer unit based on special plant layout. Includes all necessary jacketed pipe, swivel ball joints, jumper hose, flanges, unions, ells, nipples and miscellaneous items.</p>	
		AST-APM	<p>b. <u>Asphalt Pump/Pallet Skid Mounting</u></p> <p>Includes mounting of plant asphalt pump pallet assembly on extended rear platform of A/C tank and piping to enable operator to pump from either single or double compartment and return to either compartment through one common return connection.</p>	
		JAP-3	<p>c. <u>Jacketed Asphalt Pump</u></p> <p>Includes three inch pump for transport unloading or plant recirculation; includes heated packing gland, 15 HP motor, V-belt drive, base, by-pass relief valve, stop/start controls with magnetic starter. Includes mounting of transfer pump on front of tank and piping to enable operator to unload transport and fill tank for either single or double compartment.</p>	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Cunningham Asphalt Company, Inc.

By: *K. Boring A.P.P.*

By: *James Cunningham*  
President

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- To be Recorded in Land Records (For Fixtures Only).
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00

Name of Debtor

Address

Bay RV Service Center, Inc.

121 Revell Highway  
Annapolis, MD 21401

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Purchase money security interest in one new ALTOS 886/80T-2FP computer system serial #X21-7769 and all accessories as shown on attached Schedule A.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00  
 RECORD TAX 140.00  
 POSTAGE .50

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

#078590 0345 R01 T08:54  
 09/24/87  
 CK

Debtor (or Assignor) Bay RV Service Center, Inc. Secured Party (or Assignee)

BY: *[Signature]*  
 BY: *[Signature]*

FARMERS NATIONAL BANK OF MARYLAND

BY: *[Signature]*  
 JOHN R LUDWIG  
 ASST. VICE PRESIDENT

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

11-140 50

SCHEDULE A

QUANTITY	ITEM DESCRIPTION	SERIAL NO.
1	ALLOS 886/80T-2FP 80286-12.5MHz-MAU 80mb Hard Disk Storage 2mb ECC RAM Memory 70k Floppy Drive 60MB Tape Drive 9 Serial Ports Worknet Interface XENIX 3.2	X21-7769
4	WYSE 30 Terminals	0331002853 0331002877 0331002881 0331002874
5	TERMINAL CABLES	
1	ALLOS V Terminal	01P1000776
1	OKIDATA 192 Printer	701A1086959
1	OKIDATA 293 Printer	607A0045088
2	PRINTER CABLES	
1	ANCHOR EXPRESS SIGNALMAN Modem	569713
1	SOLA 800 POWER SOURCE w/800 Watts	042116

518 54

Debtor or Assignor Form

FINANCING STATEMENT

269820

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Redmonds, Inc.

8224 Baltimore & Annapolis Blvd.  
Pasadena, MD 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, accounts receivable and equipment now owned or hereafter acquired by Borrower, and all proceeds (cash and Non-cash) of such inventory, accounts receivable and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00

POSTAGE .50

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

#076600 0345 R01 T08:55

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

09/24/87

Debtor (or Assignor)

Secured Party (or Assignee)

Redmonds, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Thomas W. Redmond*  
Thomas W. Redmond

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

1150

518 10 55

269821

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and address(es)</b> United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108 Ann Arundel County	<b>2 Secured Party(ies) and address(es)</b> Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	<b>3 For Filing Officer (Date, Time, Number, and Filing Office)</b>  RECORD FEE 10.00 POSTAGE .50
---	--	--

This statement refers to original Financing Statement No. 16121 Liber 495 Page 326 #260604 #19869 0345 R01 T06:56

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	<b>D. Other:</b> 09/24/87
--	---	--	---------------------------

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan  
2776 CR 69  
Gibsonburg, OH 43431

Note 1088 - LP Storage Tanks

By: \_\_\_\_\_ Signature(s) of Debtor(s) 87  
 Dated: August 31, \_\_\_\_\_, 19 \_\_\_\_\_

Chemi-Trol Chemical Co.  
 By: \_\_\_\_\_ (Signature of Secured Party)  
 Finance Division Manager

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.  
STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-3

Revised 4/79

500: 518 105 56

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and address(es)</b> United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County	<b>2 Secured Party(ies) and address(es)</b> Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	<b>3 For Filing Officer (Date, Time, Number, and Filing Office)</b>  RECORD FEE 10.00 POSTAGE .50
--	--	--

This statement refers to original Financing Statement No. 261182 Book 496 April 9, Page 520 #261182 0345 R01 T08057

<b>A. Continuation</b> <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	<b>B. Partial Release</b> <input type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	<b>C. Assignment</b> <input checked="" type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	<b>D. Other:</b> 09/24/87 
---	--	---	--

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan  
2776 CR 69  
Gibsonburg, OH 43431  
1114 LP Storage Tanks

By: \_\_\_\_\_ Signature(s) of Debtor(s) \_\_\_\_\_  
 Dated: August 31, 1987

By: \_\_\_\_\_ Chemi-Trol Chemical Co. \_\_\_\_\_  
 (Signature of Secured Party)  
 Finance Division Manager

Filing Office Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

1050

800 518 MAIL 57

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and address(es)</b> United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County	<b>2 Secured Party(ies) and address(es)</b> Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	<b>3 For Filing Officer</b> (Date, Time, Number, and Filing Office)
This statement refers to original Financing Statement No. <u>34394</u> Book <u>504</u> Page <u>558</u> # <u>264582</u> Dated <u>NOV. 10</u> 19 <u>86</u>		RECORD FEE 10.00 POSTAGE .50 #078330 0345 R01 T08:57 D. Other: 09/24/87 CK
<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan  
2776 CR 69  
Gibsonburg, OH 43431

Note 1197 LP Storage Tanks

By: \_\_\_\_\_ Signature(s) of Debtor(s) \_\_\_\_\_  
 Dated: August 31, 1987

By: \_\_\_\_\_ Signature of Secured Party \_\_\_\_\_  
 Finance Division Manager

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-3

Revised 4/79

10 50

FILE: X S.D.A.T. FINANCING RECORDS  
X INDEX IN LAND RECORDS OF CIRCUIT COURT OF ANNE ARUNDEL CO.  
X RECORD IN FINANCING STATEMENT RECORDS OF THE  
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX **269822**

DATE: August 31, 1987

DOCUMENTARY STAMPS PAID  
ON THE MORTGAGE TO: ANNE  
ARUNDEL COUNTY

SECURITY AGREEMENT/FINANCING STATEMENT

DEBTOR:

Address:

FAIR LANES MARYLAND  
BOWLING, INC.

1112 North Rolling Road  
Baltimore, MD 21228

SECURED PARTY:

LIBERTY FEDERAL SAVINGS  
AND LOAN ASSOCIATION

401 N. Howard Street  
P.O. Box 1597  
Baltimore, MD 21203

1. Debtor hereby grants and conveys to Secured Party  
a secured interest in all property described in Paragraph  
#3 hereof in accordance with the Uniform Commercial Code  
of the State of Maryland as additional security for the  
repayment of the indebtedness evidenced by a Mortgage or Deed  
of Trust (Mortgage), dated of even date herewith in the amount of  
One Million Six Hundred Thousand (\$1,600,000.00)-----  
Dollars, from Debtor to Secured Party, covering certain  
real property located in the State of Maryland, and described  
in Paragraph #5 hereof.

RECORD FEE 27.00  
POSTAGE .50

NOT6740 0345 R01 T09:05

C4  
09/24/87

2. Said Mortgage is hereby incorporated by reference  
and is made a part hereof. Debtor agrees that in the event  
of any default in said Mortgage, which remains uncured after  
any applicable grace period contained in said Mortgage,  
that such default shall constitute a default in this Security  
Agreement entitling Secured Party to exercise any and all  
rights and remedies herein provided, or provided under the  
Uniform Commercial Code of the State of Maryland or any

27.80

other applicable law, in addition to any rights and remedies provided in said Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, construction contracts, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.

(c) And all property set forth on Schedule "A" attached hereto as part hereof.

4. Proceeds of collateral and insurance are covered hereunder.

5. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the following described real estate: 6600 and 6608 Ritchie Highway, Anne Arundel County, Maryland, containing 3.5155 acres of land as more particularly described in the aforesaid Mortgage.

6. A full release of the mortgage referred to herein will operate as a release of this instrument.

7. Debtor warrants and agrees that:

- (a) Debtor will pay the indebtedness secured hereunder according to the terms of the Mortgage.
- (b) Debtor is the owner of the Collateral free and clear of any liens, encumbrances or security interests except for the security interest granted hereby, and except for rights of Lessees under pro shop and food concession leases.
- (c) No financing statement covering the Collateral or any part thereof is on file in any public office.
- (d) At request of Secured Party, Debtor will promptly execute one or more financing statements in form satisfactory to Secured Party for filing in those public offices which Secured Party deems necessary or desirable.
- (e) The Collateral will be cared for in accordance with generally accepted bowling industry standards and practices.
- (f) Debtor will replace worn out or obsolete Collateral with fixtures and personal property comparable thereto when necessary.
- (g) Debtor will cause the Collateral to be insured against risk of damage, and destruction in an amount at least equal to the replacement value thereof, with loss payable to Secured Party as its interest may appear, and Debtor will cause all such policies to be delivered to Secured Party upon request.
- (h) Debtor will not sell the Collateral or any part thereof, or allow any person to acquire an interest therein, without prior written consent of Secured Party.
- (i) Debtor shall not remove the Collateral or any part thereof from its location described in paragraph #5 hereof, without prior written consent of Secured Party.

8. Debtor shall be in default hereunder:

- (a) If Debtor fails to observe and perform any term or condition of this agreement and such failure continues for 30 days after written notice from Secured Party to Debtor.

- 6009 518 THE 61
- (b) If any warranty, representation or statement made or furnished by Debtor to Secured Party is untrue in any material respect.
  - (c) If the Collateral is levied upon, seized or attached in any manner whatsoever.
  - (d) If Debtor shall make an assignment for the benefit of creditors or if any proceeding is instituted by or against Debtor under federal or state bankruptcy or insolvency laws, and such proceeding is not discharged, vacated or stayed within ninety (90) days. Notwithstanding anything herein to the contrary, in the event of any such assignment or proceeding, Debtor shall not be deemed to be in default hereunder so long as any default by Debtor in the payment of principal and interest does not continue beyond the applicable 30 day grace period after notice, and provided Debtor is not otherwise in material default hereunder.

9. Upon default, the entire indebtedness secured hereunder shall become due and payable without notice, and Secured Party shall have the rights and remedies provided by the Uniform Commercial Code and/or this agreement, including but not limited to:

- (a) The right to require Debtor to immediately assemble the Collateral and make it available to Secured Party at a place designated by Secured Party, reasonably convenient to both parties; or, if Secured Party so elects, it may have the Collateral moved to such a place at the expense of Debtor.
- (b) To the extent Debtor can so authorize, the right to enter upon any premises where the Collateral is situated and take full possession thereof without demand and without process of law.
- (c) The right, after reasonable notice, to sell the Collateral and distribute the proceeds according to law.
- (d) The right to collect from Debtor any deficiency remaining after sale of the Collateral and the computation of such deficiency shall include reasonable expenses and attorney's fees.

10. The waiver or indulgence of any default by Secured Party shall not be construed as a waiver of any future default or defaults.

11. This agreement shall bind upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. If there are more than one Debtor, obligations hereunder shall be joint and several.

12. This agreement shall be governed by the laws of the State of Maryland.

WITNESS:

*[Signature]*  
Secretary

DEBTOR:

FAIR LANES MARYLAND BOWLING, INC.

By: *[Signature]* (SEAL)  
Gerald J. Stank, Vice-President

WITNESS:

*[Signature]*

SECURED PARTY:

LIBERTY FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: *[Signature]* (SEAL)  
Robert W. Reiter,  
Vice-President

518

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 31<sup>st</sup> day of August, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GERALD J. STANK, Vice-President of FAIR LANES MARYLAND BOWLING, INC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

My commission expires: 7/1/90

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 31<sup>st</sup> day of August, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT W. REITER, Vice-President of LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

My commission expires: 7/1/90

TO THE FILING OFFICER:

After this Statement has been recorded, please mail same to  
Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

SCHEDULE "A"

This Schedule "A" is referred to in paragraph 3.(c), and is attached to and incorporated in the Security Agreement/Financing Statement by and between Fair Lanes Maryland Bowling, Inc., Debtor, and Liberty Federal Savings and Loan Association, Secured Party.

It is expressly agreed to by the parties hereto that the following equipment is specifically excluded from the secured interest granted and conveyed by Debtor to Secured Party under this Agreement; to the end and intent that the following equipment, furniture, and fixtures remain free and clear of any security interest granted hereunder.

Automatic scorers (with appurtenances and spare parts); automatic pinsetters (with appurtenances and spare parts); bowling lanes (with appurtenant ball returns, masking units, telefouls, telescorers, benches and racks); bowling balls; bowling pins; bowling shoes; billiard tables and equipment; <sup>RESTAURANT</sup> snack bar and cocktail lounge furniture, fixtures and equipment; pro shop fixtures; control counter; cash registers; office equipment; carpeting; signs; and miscellaneous furniture, fixtures and equipment used in or incidental to the operation of the mortgaged property as a bowling center.

*R.R.  
J.H.*

Restaurant furniture, restaurant fixtures, and restaurant equipment located in the restaurant building known as 6600 Ritchie Highway.

*Mail to Coady & Yorley*

269823

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b> Ben Oaks Decorating Center Inc. T/A Ben Oaks Appliance Center 821 W. Benfield Rd. Severna Park, Md. 21146	<b>2. SECURED PARTY</b>  <b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland -21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

<b>DEBTOR:</b>  Ben Oaks Decorating Center Inc. T/A Ben Oaks Appliance Center _____ (Type Name) By: <u>[Signature]</u> (SEAL) By: _____ (SEAL)	<b>SECURED PARTY:</b>  <b>THE PARADIES DISTRIBUTING CO.</b> _____ By: <u>[Signature]</u> John J. Mulkey (Vice President/Treasurer) _____ (Date Signed by Debtor) <u>7/24</u> 19 <u>87</u>	RECORD FEE 12.00 #077120 0345 P01 T09:40 09/24/87
---	--	---

**INSTRUCTIONS:** Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

10

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

800

518

05

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

3007 518 MAY 66

FINANCING STATEMENT

269824

This financing statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, for filing pursuant to the Uniform Commercial Code.

Name

Address

DEBTOR: Brewer, Alfred W. ; 118 Kingbrook Rd. ; Linthicum, MD 21090

SECURED PARTY: Fitzwater Furniture; 2212 ;Rt. 135; Mt. Lake Park, MD 21550

This financing statement covers the following type of personal property:

Broyhill table and 6 chairs

RECORD FEE 11.00

POSTAGE .50

#077210 C345 R01 709451

This transaction is exempt from the Recordation Tax.

09/24/87

CK

Principal amount of indebtedness ~~XXXXXX~~ 1111.45

Dated this 10th. day of September, 19 87

DEBTOR:

Alfred Brewer  
Alfred Brewer

SECURED PARTY: Fitzwater Furniture

Gary Fitzwater

ASSIGNEE OF SECURED PARTY:  
GARRETT NATIONAL BANK  
46 South Second Street  
Oakland, Maryland 21550

By Lisa A. Kovic

1150

11.50

500 518 PAGE 67

269825

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Bio-Gro Systems, Inc PO Box 209 Annapolis, MD 21404	2 Secured Party(ies) and address(es) Rimtrax Corporation P O Box 26705 Charlotte, NC 28213	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #077230 0345 R01 T09:54 08/24/87
4 This financing statement covers the following types (or items) of property One (1) JD 790D Excavator SN 7135  This recording is to evidence a rental arrangement between the Secured Party and the Debtor. There is no intent to convey title to the Debtor.		5 Assignee(s) of Secured Party and Address(es) CK
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with:
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Bio-Gro Systems, Inc By: <i>[Signature]</i> Signature(s) of Debtor(s)	Rimtrax Corporation By: <i>[Signature]</i> Signature(s) of Secured Party(ies)	<i>[Signature]</i> Title

(1) Filing Office Copy-Alphabetical      **STANDARD FORM - FORM UCC-1.**      (For Use in Most States)

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

BOOK 518 PAGE 68

FINANCING STATEMENT

DATE: September 16, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_ **269826**

NAME OF DEBTOR (S): Papa G's, Inc.

ADDRESS: 1025 St. Charles Drive  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now  
owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE .50  
#077310 0345 R01 T10:02  
09/24/87  
CL

DEBTOR(S):

Papa G's, Inc.  
(Company Name)

BY: Carroll L. George  
Carroll L. George, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

11.50

269827

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/1/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James M. Douglas and Markets of Annapolis, Incorporated  
Address 801 West Central Avenue, Davidsonville, Maryland 21035

2. SECURED PARTY

Name William W. Neall, Jr.  
Address 829 West Central Avenue, Davidsonville, Maryland 21035

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 1, 1997

4. This financing statement covers the following types (or items) of property: (list)
- Equipment- All new and used equipment owned by Debtor, including that list attached hereto as Exhibit A.
  - Inventory- All of Debtor's inventory, goods held for sale, supplies and goods in process.
  - Leasehold Interest, Improvements And Fixtures- All of Debtor's leasehold interest in the premises from which Debtor's business is conducted, all of Debtor's leasehold improvements and fixtures.
  - Contract rights and client lists- Any and all contract rights and client lists.
  - Insurance proceeds- Any and all right, title and interest in insurance proceeds due and payable in connection with said business.
  - Licenses- All Debtor's rights, title and interest in licenses. Specifically including all additions, replacements, and after acquired Collateral. Property to be generally located at 801 W. Central Avenue, Davidsonville, MD, 21035. CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00

POSTAGE .50

MDT320 C345 R01 T10#03

EK (Proceeds of collateral are also covered)

09/24/87

(Products of collateral are also covered)

CK

James M. Douglas  
(Signature of Debtor)

JAMES M. DOUGLAS  
Type or Print Above Signature on Above Line

MARKETS OF ANNAPOLIS, INCORPORATED  
(Signature of Debtor)

BY: James M. Douglas (SEAL)  
Type or Print Above Signature on Above Line  
JAMES M. DOUGLAS, President

William W. Neall, Jr.  
(Signature of Secured Party)

WILLIAM W. NEALL, JR.  
Type or Print Above Name on Above Line

1270

... 5000  
... 1955  
... 1955

EXHIBIT A

# Equipment List

800-515-70

- 1 Model 3500<sup>00</sup> Safe
- 2 Esper 704T Electronic Cash Registers
- 1 8-ft Commercial Soda Cooler
- 3-6ft ✓ Freezers
- 2-8ft Hussman Freezer
- 1 8ft x 6ft ~~Self~~ Upright Heavy Case
- 1-10ft Heavy Duty Case
- 1 8ft Heavy Chest Freezer
- 1 8ft ✓ Produce Case
- 1-15" Hobart Produce Scale
- 1-30" ✓ Digital Scale
- 1- Hobart 18" meat slicer
- 1- 1/2 HP Hobart meat grinder
- 1-6ft. Combination meat Block + Table
- 1- 500<sup>00</sup> Platform Scale
- 1 Desk + Chair
- 1 Bunn Coffee maker.

J.M.H.  
11/11/55

## FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$200,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

## NAMES OF DEBTORS:

Jeung S. Yoon and  
Jeung O. Yoon and  
Sung M. Yoon

## ADDRESS:

801 South Crain Highway  
Glen Burnie, Maryland

## NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

## TRUSTEES:

Gerald A. Cousino  
Charles A. Dukes, Jr.

## ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

RECORD FEE 15.00

POSTAGE .50

#077340 0345 R01 T10:04

09/24/87

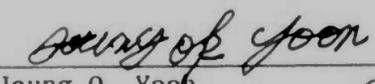
1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

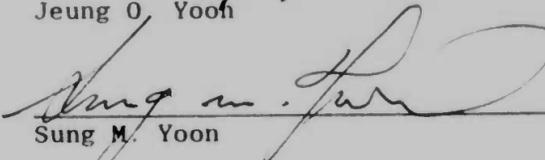
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as PART OF LOT 23, GROH PROPERTY CONTAINING 15,507 SQUARE FEET and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: September 11, 1987

 (SEAL)  
Jeung S. Yoon

 (SEAL)  
Jeung O. Yoon

 (SEAL)  
Sung M. Yoon

AFTER RECORDATION, RETURN TO:

Mid Atlantic Title Company  
222 Bosley Avenue, Ste. C-3  
Towson, MD 21204  
(8.515)

## SCHEDULE A

30251

## MICHAEL B. DALLAS

Registered Surveyor  
 SUITE 200  
 24 W PENNSYLVANIA AVENUE  
 TOWSON, MD 21204

494-0020

LEGAL DESCRIPTION801 Crain Highway SouthRemainder of Lot No. 23, Groh Property

BEGINNING for the same on the southeast side of Crain Highway South (Maryland Route 3 - Business) as shown on State Highway Administration Plat Number 44089 at a point in the first line of that lot of ground which by Deed dated December 5, 1973 and recorded among the Land Records of Anne Arundel County in Liber No. 2647 folio 48, &c., was conveyed by Anita B. Greenberg, widow unto Morton Greenberg and Joann L. Greenberg, his wife, said point being distant 13.88 feet from the beginning of said first line, thence running with and binding on the remainder of said first line, South  $66^{\circ} 11' 32''$  East 152.62 feet to the end thereof and to the division line between Lots Number 22 and 23 as shown on the Plat of the Groh Property, which said Plat is recorded among the Land Records of Anne Arundel County in Liber 24, folio 30, thence binding on said division line and running with and binding on the second line of said firstly described Deed, North  $23^{\circ} 24' 15''$  East 104.15 feet to the southwest side of Main Avenue Southeast, as widened to 40 feet, thence binding on said side of Main Avenue Southeast, North  $66^{\circ} 11' 32''$  West 128.06 feet to said southeast side of Crain Highway South as shown on said firstly described Plat, thence binding on said Plat the following courses and distances, viz:

South  $23^{\circ} 29' 15''$  West 11.33 feet;

Southwesterly, by a line curving to the left, having a radius of 25 feet, for the distance of 39.49 feet (said arc being subtended by a chord having a bearing of South  $68^{\circ} 14' 15''$  West and a length of 35.51 feet); and,

South  $22^{\circ} 59' 15''$  West 67.47 feet,

to the place of beginning.

CONTAINING 15,507 square feet, or 0.356 acre of land, more or less.

BEING the remainder of Lot Number 23 as shown on the Plat of Groh Property, as recorded among the Land Records of Anne Arundel County in Liber 24, folio 30.

September 3, 1987

File Annual  
May  
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers II, Inc. **269829**  
Address B & A Blvd. & Bremer Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp RECORD FEE 11.00  
Address 110 S. Paca Street, Baltimore, Maryland 21201 POSTAGE .50  
#077550 L345 R01 T10:24

Person And Address To Whom Statement Is To Be Returned If Different From Above. 09/24/87

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing:  
One (1) 1987 International Model 1853 school bus. S/N 1HVLPUXP5HH502111 with a 66 passenger Thomas school bus body. One (1) used 1972 MCI Model MC7 coach. S/N 9076.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hubers II, Inc.  
John Edward Hubers Pres  
(Signature of Debtor)

John Edward Hubers, President  
Type or Print Above Name on Above Line  
(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp  
George V. Bryson  
(Signature of Secured Party)

George V. Bryson  
Type or Print Above Signature on Above Line

1150

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

Not Subject to Recordation Tax 800.518 75  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code **269830**

1 DEBTOR: Armin Door Systems, Inc.  
(Name or Names)  
8009 Jumpers Hole Road, Pasadena, MD 21122  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3 ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan  
(Name or Names)  
3200 Eastern Ave. Baltimore, Md. 21224  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - HIAB Model 070 Truck Crane, S/N  
Mounted on One - Ford F800  
S/N SSF82BVEE9849

RECORD FEE 11.00  
POSTAGE .50  
#077870 C345 R01 T10+31

WE HEREBY CERTIFY THAT A FILING HAS BEEN MADE WITH THE D.M.V.

09/24/87  
CK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Armin Door Systems, Inc.  
By: Martin Armin, Pres.  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

11.90

269831

FINANCING STATEMENT

- 1  To be recorded in the Land Records at \_\_\_\_\_
- 2  To be recorded among the Financing Statement Records at \_\_\_\_\_
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

M & M AMUSEMENT, INC. 325 Roesler Rd., Glen Burnie, MD 21061

325 Roesler Rd  
~~XXXXXXXXXXXX~~

6 Secured Party Willow Ent. Inc. Address Glen Burnie, Md. 21061

Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repurchased goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repurchased goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

H Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

I All or a portion of the property described above is affixed or is to be affixed by or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

M & M Amusement, Inc \_\_\_\_\_ (Seal)

Larry J. Wilner \_\_\_\_\_ (Seal)  
Larry J. Wilner - Pres

Larry J. Wilner \_\_\_\_\_ (Seal)  
Larry J. Wilner

Secured Party \_\_\_\_\_

Willow Enterprises, Inc \_\_\_\_\_ (Seal)

Louis Wilner \_\_\_\_\_ (Seal)

Type Name and Title  
Louis Wilner - Sec Treas

RECORD FEE 11.00  
POSTAGE .50  
09/24/87

Assignee - FIRESTONE FINANCIAL CORP.  
~~XXXXXXXXXXXX~~  
38 Glen Ave  
Newton Center, Mass  
02159

1150

SCHEDULE A

This Schedule A is attached and made a part of  
installment contract dated Sept 14, 1987, Between Willow Enterprises, Inc,  
seller, and M & M Amusement, Inc (Buyer)

- 3 New Taito Double Dragons 184732-184735-184739
- 2 New Sega Super Gang Ons 246611-246615-246629
- 2 New Atari Rolling Thunder 3477-3498

269831

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at \_\_\_\_\_
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

M & M AMUSEMENT, INC.

325 Roesler Rd., Glen Burnie, MD 21061

325 Roesler Rd

~~XXXXXXXXXXXXXXXXXX~~

Address Glen Burnie, Md. 21061

6 Secured Party Willow Ent. Inc.

Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and other instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repudiated goods, the sale or lease of which shall be given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repudiated goods, and the sale or lease of which shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter attached thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter attached thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

I All or a portion of the property described above is attached or is to be attached to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

M & M Amusement, Inc \_\_\_\_\_ (Debt)

Larry J. Wilner \_\_\_\_\_ (Debt)

Larry J. Wilner - Pres \_\_\_\_\_ (Debt)

Larry J. Wilner \_\_\_\_\_ (Debt)

Larry J. Wilner \_\_\_\_\_ (Debt)

Secured Party \_\_\_\_\_

Willow Enterprises, Inc \_\_\_\_\_ (Debt)

Louis Wilner \_\_\_\_\_ (Debt)

Type name and title \_\_\_\_\_

Louis Wilner - Sec Treas

RECORD FEE 11.00

POSTAGE .50

927680 0345 R01 T10:37

09/24/87

Assignee - FIRESTONE FINANCIAL CORP.

~~XXXXXXXXXXXXXXXXXX~~

38 Glen Ave

Newton Center, Mass

02159

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

1150

SCHEDULE A

This Schedule A is attached and made a part of  
installment contract dated Sept 14, 1987, Between Willow Enterprises, Inc,  
seller, and M & M Amusement, Inc (Buyer)

- 3 New Taito Double Dragons 184732-184735-184739
- 2 New Sega Super Gang Ons 246611-246616-246629
- 2 New Atari Rolling Thunder 3477-3498

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

269832

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  Norflor Construction Corporation 360 Landstreet Road Orlando, FL 32859  EQUIPMENT LOCATION: Anne Arundel County, MD	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
--	--

Name & address of Secured Party Barton Construction, Inc. 360 Landstreet Rd. Orlando, FL 32859	Name & address of Assignee Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288 RECORD FEE 11.00
---	---

Date of maturity if less than five years	Check if proceeds of collateral are covered (X) .50
--	---

Description of collateral covered by original financing statement  
 One Komatsu Model WA250 Wheel Loader SN/10127 with Pemberton Manual Quick Hitch  
 Coupler, 48" forks, 2 3/4 GP bucket  
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF  
 09/24/87

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. THE ABOVE DESCRIBED EQUIPMENT IS BEING LEASED ON A LEASE AGREEMENT BETWEEN NORFLOR CONSTRUCTION CORPORATION AS LESSEE AND BARTON CONSTRUCTION, INC. AS LESSOR. THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE USED TO DETERMINE IF THE ABOVE MENTIONED LEASE AGREEMENT IS A LEASE INTENDED AS SECURITY.

Describe Real Estate if applicable:

Norflor Construction Corporation Signature of Debtor if applicable (Date) by William E. Teth, pres	Barton Construction, Inc. Signature of Secured Party if applicable (Date) [Signature] President
--	---

11.50

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

CRAB GALLEY, A MARYLAND GENERAL PARTNERSHIP  
 Name or Names—Print or Type  
 2410 Mountain Road, Pasadena MD 21122  
 Address—Street No., City - County State Zip Code

CRAB GALLEY, INC.  
 Name or Names—Print or Type  
 2410 Mountain Road Pasadena MD 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party:

INVESTORS COMMERCIAL MORTGAGE COMPANY  
 Name or Names—Print or Type  
 16 E. Fayette Street Baltimore MD 21202  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 SEE ATTACHED LIST

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 12.00  
 POSTAGE .50  
 #077810 0345 R01 T10:58  
 09/24/87

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): CRAB GALLEY, A MARYLAND GENERAL PARTNERSHIP SECURED PARTY: INVESTORS COMMERCIAL MORTGAGE CO.

BY: *[Signature]*  
 (Signature of Debtor)  
 THOMAS JOSEPH WELSH, JR. Gen. Partner  
 Type or Print (Company, if applicable)

BY: *[Signature]*  
 (Signature of Secured Party)  
 JACK BILLIG, PRESIDENT  
 Type or Print (Include title if Company)

BY: *[Signature]*  
 ROSE DEISE, PRESIDENT  
 Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address \_\_\_\_\_  
 Lucas Bros. Form F-1

12/50

EXHIBIT A

- 2 Upright Freezers
  - 1 Chest Type Freezer
  - 1 Commercial Double Door Refrigerator
  - 10 Gas Crab Burners
  - 10 Stainless Steel Crab Pots
  - 1 Three Compartment Stainless Steel Sink
  - 1 One Compartment Stainless Steel Sink
  - 2 Stainless Steel Tables
  - 2 Commercial Deep Fryers
  - 1 Bun Warmer
  - 1 Scales
  - 3 Cash Registers
  - 1 Adding Machine
  - 1 Four Door Show Case Electric
  - 1 Check Machine
  - 1 Refrigerator Freezer (Home Type)
  - 1 Double Oven Range Electric (Home)
  - 1 Dish Washer Portable Type
  - 5 Chairs and 1 Table
  - 1 Desk
  - 1 Electric Moveable Sign & Letters
  - 1 Stationary Electric Crab Sign
  - 1 Complete Wood Crab and Name Sign
  - 1 Paper Roll and Cutter
  - Misc. Stainless Bowl, Knives, Pans, Toasters, etc.
  - 1 1978 1 1/2 ton Ford Truck Box and Electric Refrigerator (F37SEBJ4406)
  - 1 700 Bushel Walk in Box New Compressor
  - 4 Hand Carts Loading and Unloading
  - 1 1982 Ford Pick-up Truck (2FTDF15E7CCA06370)
- 
- 1 Ice Machine with Flaker Bin
  - 1 74 Cubic Foot 3 Door Freezer
  - 1 4 Door Deli Showcase
  - 1 Scale
  - 1 40 Quart Stock Pot
  - 2 Stack Covers
  - 2 Pans (2 1/2" Deep)
  - 1 9 Piece (Pots, Pans & Stock Pot)
  - 1 Paper Cutter
  - 1 Drop Shelf

STATE OF MARYLAND

269834

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Horton, Lloyd, Jr. T/A Horton Machine Co.  
Address 601 Olson Rd., Brooklyn Park, MD 21225

2. SECURED PARTY

Name AW Tool & Machine, Ltd.  
Address 2326 York Rd., Timonium, MD 21093  
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 22.00  
POSTAGE .50  
#077920 0345 R01 T11:04  
07/24/87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

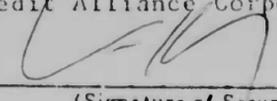
Lloyd Horton, Jr. T/A  
Horton Machine Co.  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
\_\_\_\_\_  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.  
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: AW Tool & Machine, Ltd. FROM: Lloyd Horton, Jr. T/A Horton Machine Co.
2326 York Rd. Timonium, MD 21093 6019 Olson Rd. Brooklyn Park, MD 21225

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

- (1) TIME SALES PRICE \$ 108,058.00
(2) Less DOWN PAYMENT IN CASH \$ 8,200.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 99,858.00

See Schedule "A" attached hereto and made a part hereof for description of equipment.

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 6019 Olson Rd. Brooklyn Park, MD 21225

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety nine thousand eight hundred fifty eight and 00/100\*\*\*\*\* Dollars (\$ 99,858.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the \_\_\_ day of \_\_\_, 19 \_\_\_, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,664.30 and the final installment being in the amount of \$ 1,664.30

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: MAY 28 19 87

Accepted AW Tool & Machine, Ltd. (SEAL) Lloyd Horton, Jr. T/A Horton Machine (SEAL) Co.

By: Alvin Wagenheimer - Pres. Co-Buyer-Maker: Lloyd Horton, Jr. t/a Horton Machine Co. (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

BOOK 518 PAGE 83

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate; or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and receive from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate; or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and render judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appointment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Buyer shall not be responsible for any payments which may be deemed to have been waived or any rights hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Buyer's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and as Buyer's true and lawful attorney-in-fact and agent for Holder, both in and out of the State of New York, Holder agreeing to such. Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been received, the parties hereby agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provisions herein relating to the law of any jurisdiction shall be governed by the law of such jurisdiction as determined by the contract, but without in any way affecting the governing jurisdiction hereof. The parties hereby warrant and agree that Buyer has not received possession of the property, prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability, and effectiveness of each provision hereof shall be determined by the law of the State of New York or principal place of business of the Buyer, Seller or Holder, whichever renders such such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS/ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Victor CNC Lathe w/10TF Fanuc Controller, tooling, package hydraulic tail stock, chip conveyor, set of hard jaws	TNS3	
	Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:		
One (1)	Mazak 14" x 72" gap Lathe		
One (1)	Excello NC Milling Machine w/Bridgeport Controls, 3axis		6022138
One (1)	Bridgeport Milling Machine		105177

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

AW Tool & Machine, Ltd.

Lloyd Horton, Jr. T/A Horton Machine Co.

By: Alvin Wagerheim - President

By: Lloyd Horton Jr

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated \_\_\_\_\_

between AW Tool & Machine, Ltd. as Seller, Lessor, Mortgagee

and Lloyd Horton, Jr. T/A Horton Machine Co. 601 Olson Rd. Brooklyn Park, MD 21225 (Address)

as Buyer, Lessee, Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereto is \$ 99,858.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

AW Tool & Machine, Ltd. (Name)  
By Alton Wagoner President

If corporation, print name, exact corporate name, have authorized officer sign, state his title, and attach corporate seal. If partnership, print or type exact firm name and have one of more partners sign.

CA 154

Mail to Credit Alliance Corp

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 269835

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 68,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$476.00.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wilson, Martha A. T/A Chesapeake Paving Co.

Address 404-B Fairlea Drive Edgewater, Maryland 21037

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 18.00

RECORD TAX 476.00

POSTAGE .50

#077940 0345 R01 T11#05

09/24/87

OK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martha A. Wilson T/A Chesapeake Paving Co.

See attached for original signature

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

18 476.50

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 15th day of September, 1987 by and between

North Atlantic Finance Co., a corporation having its principal place of business at 41-45 21st Street, Queens, NY 11377

Mortgagor and \_\_\_\_\_ Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges, mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense (including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property);

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment, Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagee's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request, Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

bank's prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if the latter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased, respectively) on the effective date of any such change in prime rate to the extent of .50% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing signed by an officer of Mortgagee shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

Martha A. Wilson T/A  
Chesapeake Paving Co.  
Mortgagor

(Seal)

ATTEST

Secretary

By *Martha A. Wilson* (Title)

STATE OF Maryland  
COUNTY OF Anne Arundel

} ss

Martha A. Wilson

being duly sworn, deposes and says

She is the Owner

of Chesapeake Paving Co.

(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor's property has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss

I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 15, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Ford Dump Trucks with 10' Steel Dump Bodies and Valk's Snow Plows	1987 F800	1FDXT84AXHVA49398 1FDXT84A1HVA55963
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Martha A. Wilson T/A  
Chesapeake Paving Co.

By: Martha A. Wilson

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269836

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O. P. Henschel, Inc.  
Address 8 Platzer Lane Glen Burnie, MD 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 13.00  
POSTAGE .00

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) \_\_\_\_\_

#078210 0345 R01 T11:37  
09/24/87

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) \_\_\_\_\_

POSTAGE .50  
#078220 0345 R01 T11:37  
09/24/87

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

O. P. Henschel, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.  
Type or Print Above Signature on Above Line

1350



**ca LEASING SERVICE CORPORATION (the "LESSOR")**  
 DIVISION OF CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021  
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608  
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341  
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018  
 P.O. BOX 66, PRILL PLAZA • ORANGETOWN, NEW YORK 10962  
 P.O. Box 1680 Glen Burnie, MD 21061

Telephone: 212-421-3600  
 Telephone: 415-654-8615  
 Telephone: 404-358-9211  
 Telephone: 312-298-5580  
 Telephone: 914-359-8111  
 (301) 761-7100

LEASE NO. 04691-0

FULL LEGAL NAME AND ADDRESS OF "LESSEE"  
**O. P. Henschel, Inc.**  
**8 Platzer Lane**  
**Glen Burnie, MD 21061**

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)  
**Precision Graphics Service**  
**12729 Haskell Lane**  
**Bowie, MD 20716** BOOK 518 PAGE 91

NAME AND TITLE OF PERSON TO CONTACT: \_\_\_\_\_

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 Reconditioned ATF-17/Chaine with Townsend T51 Color Unit, 1/2 HP Drive Motor, Bare Back Water System

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 250.90 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ 12,043.20 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ 501.80 <small>(LESS SALES TAX, IF APPLICABLE)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

**Terms and Conditions of Lease**

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 9-17-87 whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

**THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.**

ACCEPTED AT: Glen Burnie, Maryland  
 DATE: September 16, 1987  
 LESSOR:  
**ca LEASING SERVICE CORPORATION**  
 BY: \_\_\_\_\_ VICE PRESIDENT

DATE EXECUTED BY LESSEE: September 16, 1987  
 LESSEE: O. P. Henschel, Inc.  
 FULL LEGAL NAME  
 BY: Orville P. Henschel, Pres. TITLE  
 AUTHORIZED SIGNATURE

LEASE COPY



269837

**FINANCING STATEMENT AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b> Triangle General Contractors, Inc. 7504 Connelley Drive, Suite L Hanover, Md. 21076	<b>2. SECURED PARTY</b> THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 11.00

5. This transaction is exempt from the recordation tax. (Md.)

POSTAGE .50

6. Return to: Secured Party (Md.)

#078230 0345 R01 T11437

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

09/24/87

DEBTOR:

SECURED PARTY:

Triangle General Contractors, Inc.  
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL)

By: [Signature]

John J. Mulkey (Vice President/Treasurer)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Date Signed by Debtor) 19 \_\_\_\_

**INSTRUCTIONS:** Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.50

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

300 518 PAGE 95

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261052

RECORDED IN LIBER 496 FOLIO 266 ON March 31 1986 (DATE)

1. DEBTOR

Name James V. Dugar and Charlotte A. Dugar  
Address 2562 Cheval Drive Gambrills, Md. 21054

2. SECURED PARTY

Name CentraBank RECORD FEE 10.00  
Address 201 N. Charles St. P. O. Box 1316 POSTAGE .50  
Baltimore, Md. 21203 #078260 0345 R01 T11:38  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 09/24/87

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>1985 Chaparral Model 278 XLC Fiberglass Express Cruiser Hull # FGBV0189C585 MD-9111 AL  Conditional Sales Contract- Exempt from Recording Tax</p>	

Dated September 18, 1987

Mary J. Shue  
(Signature of Secured Party)  
Mary J. Shue, Assistant Vice-President  
Type or Print Above Name on Above Line

BOOK 518 PAGE 96

269838

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) DOLPHIN SEAFOOD EXPRESS INC. 190E PINROD COURT GLEN BURNIE, MARYLAND, 21061	2 Secured Party(ies) and Address(es) NISSAN DIESEL TRUCK OF BOSTON 24 CYPHER STREET SOUTH BOSTON, MA. 02127	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #078290 C345 R01 T11:40 07/24/87
4 This financing statement covers the following types (or items) of property: USED JANNELL BODY "'22' SER# 31055718 USED THERMO KING REFRIG. UNIT SER#909846-02927401005		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP 33 BOSTON POST ROAD MARLBORO, MASSACHUSETTS

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

DOLPHIN SEAFOOD EXPRESS INC.

NISSAN DIESEL TRUCK OF BOSTON INC.

By:

*Raymond W. [Signature]*  
Signature(s) of Debtor(s)

By:

*James [Signature]*  
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

10-60



800\*

518 MAR 98

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

269840

This financing statement Dated August 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransMed, Inc.

Address 165 Gibraltar Street, Annapolis MD 21401

2. SECURED PARTY

Name RKG Leasing Corporation

Address \* 3255 Grace Street NW, Washington DC 20007

Anthony G. Orsborne

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 14, 1988

4. This financing statement covers the following types (or items) of property: (list)

- 1 Inter-Tel GLX phone system with updated software including:
- 2 executive model phones
- 4 standard model phones
- Key Service Unit
- 2 Arrestors

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#078350 C345 R01 T11#45

09/24/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Trans Med, Inc  
165 Gibraltar Street  
Annapolis, MD 21401

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] 8/11/87  
(Signature of Debtor)

William M. Knight, Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Anthony G. Orsborne, Vice Pres.  
Type or Print Above Signature on Above Line

1130

BOOK 518 PAGE 99

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Baldwin Service Center, Inc.  
Rt. 450 at Rt. 178  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Navistar International Corp.  
&/or Navistar Financial Corp.  
1000 Atrium Way, Suite 300  
(P O Box 787) Mt. Laurel, NJ  
08054

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#078360 0345 R01 T11:45

4. This statement refers to original Financing Statement bearing File No. 59194, Book 91, Page 233  
Filed with Anne Arundel County Date Filed June 7 1967

(BT)

09/24/87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Secured party Navistar International Corporation has changed its name to Navistar International Transportation Corp. The address of Secured Parties remains as shown above.

No. of additional Sheets presented:

Baldwin Service Center, Inc.

Navistar International Transportation Corp.

By: Robert T. Baldwin (Title) Pres.  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: RK Juss  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1050

269842

BOOK 518 PAGE 100

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) William P. Jones, M.D. 2444 Solomon Island Road Annapolis, MD 21401  4837 Solomon Island Road Lothian, MD 20711	2. Secured Party(ies) and address(es) Affiliated Capital Corp. 707 Skokie Boulevard Northbrook, IL 60062	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 #078370 C345 R01 711:46 09/24/87  5. Assignee(s) of Secured Party and Address(es) Deerfield Federal Savings & Loan 745 Deerfield Road Deerfield, IL 60015
4. This financing statement covers the following types (or items) of property: S71965A71596A  (1) Creative Medical CC 4000 System, SN 0411E		

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with Anne Arundel County, P.O. Box 71, Annapolis, MD 21404

See attached lease page for  
debtor's original signature.

Affiliated Capital Corp.  
*[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

135

# Affiliated Capital



518 101 LESSOR

Affiliated Capital Corp.  
707 Skokie Boulevard  
Northbrook, IL 60062  
1-800-323-5007  
(312) 564-5180

Office Use Only  
**LEASE**  
No. **S71965A71596A**  
Refer to Above No. On All Correspondence

**NAME AND ADDRESS OF LESSEE:**

William P. Jones, M.D.  
2444 Bolomon Island Road  
Annapolis, MD 21401

**NAME AND ADDRESS OF SUPPLIER:**

Robert J. Stoegbauer Associates  
12206 Park Streams Terrace  
Herndon, VA 22070

Contact **Dr. Jones** Phone # **301-224-3550** Salesperson: **Rob Stoegbauer** Phone # **703-43559115**

Quantity	Description of Leased Equipment (include model and serial numbers)	Price
1	Creative Medical CC 4000 System, SN 0411E	\$6,590.00

**Additional Equipment Location:**

4837 Solomon Island Road  
Lothian, MD 20711

Sales Tax 329.50

Freight Other 50.00

**TOTAL \$ 6,969.50**

**SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE**

Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment
9-20-87	9-20-87	60	\$180.51
Office Use Only		No. of Months	

**SCHEDULE OF RENEWAL TERMS**

\$180.51 Payable Annually In Advance

**Special Terms and Conditions:**

Payments 2 and 3 will be made by Affiliated Capital and RJS & Associates

**TERMS AND CONDITIONS OF LEASE**

1. **LEASE.** LESSOR hereby leases to the above-named lessee, hereinafter called "LESSEE" and LESSEE hereby leases and hires from LESSOR the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all of which being hereinafter called the "Equipment" upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commenced, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT.** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE'S duty to pay all rents due and perform all obligations as set forth in this Lease.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein "actual cost" means the most to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state or local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with or observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date

9/20/80

Date

SEP 09 1987

Affiliated Capital Corp. (Authorized Officer)

Office Use Only

William P. Jones, M.D.

Name of Lessee

Signature

Title

**THIS IS A NON-CANCELLABLE LEASE**

**ORIGINAL SIGNATURE REQUIRED ON ALL PAGES**

LEASE COPY 2



BOOK 518 PAGE 103

269843

To Be Recorded In The Land  
Records And In The Chattel  
Records Of Anne Arundel  
County And In The Financing  
Statement Records Of The  
State Department Of  
Assessments And Taxation.

Subject To Recording Tax On  
Principal Amount Of  
\$1,950,000.00 Which Was Paid  
To The Clerk Of The Circuit  
Court Of Anne Arundel County  
Upon The Filing Of A Deed Of  
Trust.

RECORD FEE 21.00  
POSTAGE .50  
#048910 0237 R02 T15:26  
09/24/87

**FINANCING STATEMENT**  
(Maryland-U.C.C.-1)

1. **DEBTOR:** **FLIGHTIME OF MARYLAND, INC.**  
c/o Bona Enterprises, Inc.  
3975 N.W. South River Drive  
Miami, Florida 33142
  
2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street, 20th Floor  
Baltimore, Maryland 21202  
  
Attention: S. Herbert Tinley, III  
Vice President
  
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators,

stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of 1 page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

BOOK 518 PAGE 106

DEBTOR:

FLIGHTIME OF MARYLAND, INC.,  
A Maryland Corporation

By: Frank J. Bump Sr. (SEAL)

Name: FRANK J. BUMP SR.  
Title: V.P.

Date: September 18, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LAC) 6629  
BB 519 0001

6629.FS  
BB 519 0001

BOOK 518 PAGE 107

EXHIBIT A

BEING known and designated as Lot 1, Containing 9.09817 acres, more or less, as set forth on Plat of Minor Subdivision B.W.I., Plaza Associates, New S Improvement which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 105 folios 20 and 21.

518-108

269844

TO BE RECORDED IN LAND RECORDS     
  SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE RECORDED IN LAND RECORDS     
  NOT SUBJECT TO

FINANCING STATEMENT

FREDERICK T. CHUNG

Name or Names—Print or Type  
 753 LANNERTON RD-BALTO. COUNTY, MD. 21220  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

BOKYO CHUNG

Name or Names—Print or Type  
 753 LANNERTON ROAD BALTO. COUNTY, MD 21220  
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEAFARE, INC. /o MONICA RUSSELL

Name or Names—Print or Type  
 1365 DEFENSE HIGHWAY, GAMBRIILLS,  
 Address—Street No., City - County State Zip Code  
 ANNE ARUNDEL COUNTY, MD. 21054

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). PROPERTY DESCRIBED IN SECURITY AGREEMENT DATED SEPTEMBER 22, 1987 - INCLUDING INVENTORY, EQUIPMENT AND FIXTURES

4. If above described personal property is to be affixed to real property, describe real property. ~~FIXTURES~~ FIXTURES LOCATED @ 545/547 BENFIELD ROAD, SEVERNA PARK, ANNE ARUNDEL COUNTY, MD. 21146

5. If collateral is crops, describe real estate.  
N/A

RECORD FEE 12.00  
 POSTAGE .50  
 #048940 C237 R02 T15:37  
 09/24/87

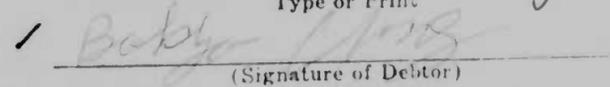
6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S):

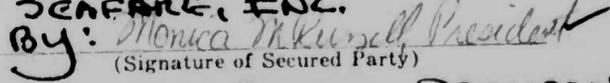
SECURED PARTY:

  
 (Signature of Debtor)

FREDERICK T. CHUNG  
 Type or Print

  
 (Signature of Debtor)

BOKYO CHUNG  
 Type or Print

(Company, if applicable)  
 SEAFARE, INC.  
 By:   
 (Signature of Secured Party)  
 MONICA RUSSELL, PRESIDENT  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: MICHAEL A. CHRISTIANSON, ESQ.  
 208 DUKE OF GLOUCESTER STREET.  
 ANNAPOLIS, MD. 21401  
 Mail to: 269-0244

12.00  
12.50

BOOK 518 PAGE 109

269845

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated September 18, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

RECORD FEE 11.00

Name Standard Art Marble & Tile Company, Inc. POSTAGE .50

Address 500 DiGiulian Blvd., Glen Burnie, Maryland 21061 #269845 R01 T12+21

2. SECURED PARTY

09/24/87  
CK

Name Comptroller of the Treasury, State of Maryland

Address Retail Sales Tax Division, 301 West Preston Street  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All proceeds and contract sums due or which may become due to the Debtor in connection with Debtor's claims related to a contract dated January 21, 1983 with Gilbane Building Company/Polytech Corporation, Joint Venture for the construction of the Sohio Corporate Headquarters in Cleveland, Ohio.

CHECK THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John D. DiGiulian pers. Standard Art Marble & Tile  
(Signature of Debtor)

John D. DiGiulian, President  
Standard Art, Marble & Tile Company, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Stephen M. Cordi  
(Signature of Secured Party)  
Stephen M. Cordi, Director  
Retail Sales Tax Division  
Type or Print Above Signature on Above Line

1150

BOOK 518 PAGE 110

269846

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: \_\_\_\_\_

3  The Debtor is a transmitting utility.

1. Debtor's Best Name (First and Address(es))  
LAWRENCE D. FEENEY, II  
GEORGIA L. FEENEY  
LOT 25, LYONS CREEK MHP  
LOTHIAN, MD 20711

2. Secured Party(ies) Name(s) and Address(es)  
JOY REAL ESTATE  
6500 OLD BRANCH AVE.  
TEMPLE HILLS, MD 20784

4. For Filing Officer Use: Date, Time, No. Filing Office:  
RECORD FEE 12.00  
POSTAGE .50  
MOT8440 C345 R01 T12474

5. The Financing Statement covers the following type(s) of item(s) of property:  
~~1971~~ 1971 P100C13282  
50 X 24 ~~DEROSE~~ DEROSE Rooms

6. Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc. 09/24/97  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8. (Describe Real Estate Here)  This statement is to be indexed in the Real Estate Records. 9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

By *Lawrence D. Feeney II* 191-46-9966 Crescent Financial, Inc.  
By *Georgia L. Feeney* 212-62-0352  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83) 12.50 (1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 518 PAGE 111

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Moore, Jack C. 617 Lakeland Rd South Severna Park, MD 21146	2 Secured Party(ies) and address(es) City Federal Savings & Loan 220 Centennial Ave. Piscataway, NJ 08854	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50
--	--	--

4 This statement refers to original Financing Statement No. 468-374 Dated #078680 034519701 113726  
 Date filed: 12-16-83, 19 83 Filed with Anne Arundel Co, MD 07/24/87

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RE; Boca Raton Hotel & Club L.P.

25-100019' if  
 8' 0' 507  
 100' 100' 100' 100' 100' 100'  
 100' 100'

City Federal Savings & Loan

Signature of Debtor if an Amendment

Dated: \_\_\_\_\_, 19\_\_\_\_\_

By: Ruth C. Znachko  
 Signature(s) of Secured Party(ies)

Ruth C. Znachko  
 Assistant Secretary

STATE OF MARYLAND

BOOK 518 PAGE 112

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 24084

RECORDED IN LIBER 453 FOLIO 467 ON 9/1/82 (DATE)

1. DEBTOR

Name Ben Oaks Decorating Center, Inc.  
Address 721 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY

Name General Electric Credit Corporation  
Address P.O. Box 19187  
Jacksonville, FL 32245-9187

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50

#078690 0345 R01 T13:27

09/24/87

OK

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Please amend Debtor's Address to read: 545 Baltimore/Annapolis Blvd. Severna Park, MD 21146</p>	

Anne Arundel County

ILLINOIS CODE COMPANY

Ben Oaks Decorating Center, Inc.

*John H. ...*  
8/13/87

Dated \_\_\_\_\_

*S. Math* 9/11/87  
(Signature of Secured Party)

General Electric Credit Corporation  
Type or Print Above Name on Above Line

117 50

518 113

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032-3029	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #076700 C345 R01 T13128

7. This statement refers to original Financing Statement No. 257770 filed (date) 08/05/85 with ANN Arundel County 09/24/87

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F. Other

ASSIGNED TO: The Connecticut National Bank, as Trustee  
 ATTN: Bond and Trustee Administration  
 777 Main Street  
 Hartford, CT 06115

SEE ATTACHMENT FOR DESCRIPTION  
 OF PROPERTY ASSIGNED AND FURTHER  
 DETAILS CONCERNING ASSIGNMENT

LEASE NO. 7487-01

..... SCIENTIFIC LEASING INC. &  
 SCIENTIFIC LEASING FUNDING CORPORATION I  
 By [Signature]  
 Signature(s) of Secured Party(ies)

BOOK 518 PAGE 114

ATTACHMENT TO UCC-3 ASSIGNMENT STATEMENT

The Secured Party has assigned all of its rights in all of the property subject to the previously referenced Financing Statement to its wholly-owned subsidiary, Scientific Leasing Funding Corporation I, which has in turn assigned all of its rights in such property to the Assignee shown on the face of the foregoing Assignment Statement.

BOOK 518 PAGE 115

269849

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name, First) and address(es) Scientific Leasing Funding Corporation I 292 Colt Highway Farmington, CT 06032-3029  (see below for Additional Debtor)	2. Secured Party(ies) and address(es) The Connecticut National Bank, as Trustee ATTN: Bond and Trustee Administration 777 Main Street Hartford, CT 06115	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 #070710-C345-R01-T13429

7. This financing statement covers the following types (or items) of property: 09/24/87

SEE ATTACHED

ADDITIONAL DEBTOR: Scientific Leasing Inc.  
292 Colt Highway  
Farmington, CT 06032-3029

Filed with: Clerk of the Circuit Court of <sup>ANN</sup>Arundel County, Annapolis, MD 21401

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SCIENTIFIC LEASING FUNDING CORPORATION I and SCIENTIFIC LEASING INC.  <i>Bon Mar Lee, Trean</i> Signature(s) of Debtor (Or Assignor)	THE CONNECTICUT NATIONAL BANK, as Trustee  <i>Robert J. Sullivan, V.P.</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

BOOK 518 PAGE 116

Schedule 01  
to  
EQUIPMENT LEASE NO. 7487  
dated: September 28, 1984

2-19-85 (Rev. 1)

between SCIENTIFIC LEASING INC. (Lessor) and

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. (Lessee)

Equipment Location: 301 Hospital Drive

Glen Burnie, MD 21061

<u>A. Quantity</u>	<u>Equipment Description</u>
1	Hewlett Packard Arrythmia Monitoring System

800 518 117

ATTACHMENT TO UCC-1 FINANCING STATEMENT

Scientific Leasing Inc. has assigned all of its right, title and interest in and to the within described Lease Schedules and Equipment to Scientific Leasing Funding Corporation I. This filing names Scientific Leasing Inc. as an additional Debtor solely for notice purposes and as a precaution in the event it is alleged that Scientific Leasing Inc. has any continuing interest in such Lease Schedules or Equipment.

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

269850  
 RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

CLARENCE W. WOODS  
 Name or Names—Print or Type  
 7169 Baltimore-Annapolis Blvd., Ferndale, MD 21061  
 Address—Street No., City - County State Zip Code

RUTH C. WOODS  
 Name or Names—Print or Type  
 7169 Baltimore-Annapolis Blvd., Ferndal, MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

ALICE HARDY and NELSON HARDY  
 Name or Names—Print or Type  
 c/o 7439 Baltimore-Annapolis Blvd., Glen Burnie, MD  
 Address—Street No., City - County State Zip Code 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(See attached)

RECORD FEE 12.00  
 POSTAGE .50  
 #078720 0345 R01 T13:31  
 09/24/87

4. If above described personal property is to be affixed to real property, describe real property.

7169 Baltimore-Annapolis Boulevard  
 Ferndale, Maryland 21061

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Clarence W. Woods  
 (Signature of Debtor)  
 CLARENCE W. WOODS  
 Type or Print

Ruth C. Woods  
 (Signature of Debtor)  
 RUTH C. WOODS  
 Type or Print

SECURED PARTY:

Alice Hardy  
 (Signature of Secured Party)  
 ALICE HARDY  
 Type or Print (Include title if Company)

Nelson Hardy  
 (Signature of Secured Party)  
 NELSON HARDY  
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Robert A. Henley, Esq., P.O. Box 849, Glen Burnie, MD 21061

17-50

518 119

3. This Financing Statement covers the following types of property:

A security interest in all furniture, fixtures, furnishing, leases and lease rights, tradenames and trademarks, supplies, inventory, goods and tangible personal property of every kind and nature (including additions, replacements, accessions and proceeds) now and hereafter owned and acquired which are useful in connection with operation of the business known as J. & M. CARRY OUT located at 7169 Baltimore-Annapolis Boulevard, Ferndale, Maryland.

515-120

Anne Arundel County  
P.O. Box 71  
Annapolis, MD 21404

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253926,  
RECORDED IN LIBER 478 FOLIO 57 ON Sept. 24, 1984 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Spafford &amp; Dennis Incorporated P.O. Box 332, 415 Mayo Road Glen Burnie, Anne Arundel Co., MD 21061</p>	<p>3. Name and address of Secured Party</p> <p>CIT Corporation 1301 York Road Lutherville, MD 21093</p>
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

RECORD FEE 10.00

5. Maturity date of obligation (if any):

POSTAGE .50

6. CHECK  FORM OF STATEMENT

4078740 0345 R01 T13\*32

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

09/24/87

OK

7. Name and Address of Assignee:

8. Description of Collateral:

Dated August 4, 1987

*Diane Gossman*  
(Signature of Secured Party)

CIT Corporation  
(Type or Print Name of Secured Party on Above Line)

15-80

BOOK 518 PAGE 121

FINANCING STATEMENT

269851

1. **DEBTOR:** **CONDERE CORPORATION**  
f/k/a **S&A TRUCK TIRE SALES AND SERVICE CORPORATION**  
2750 Dixwell Avenue  
Hamden, Connecticut 06518  
and  
Kelly Avenue And Concord Street  
Natchez, Mississippi 39102
2. **SECURED PARTY:** **PERPETUAL SAVINGS BANK, F.S.B.**  
1440 New York Avenue  
Suite 200  
Washington, D.C. 20005  
Attention: J. David Kommalan,  
Vice President
- RECORD FEE 14.00  
POSTAGE .50  
#079850 0345 R01 T13438  
09/24/87  
CK
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing

of Inventory, Goods, or services by the Debtor to customers or arising from or related to any factoring arrangement, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, rights as insured, warranty rights, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page and trade journal listings, telephone numbers, trade names;
- (ix) General intangibles in the form of patents, patent applications, trademarks, tradenames, trade secrets, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all Agreements and instruments evidencing or creating any such security;
- (xi) General Intangibles in the form of goodwill; and
- (xii) The Purchase Agreement dated March 5, 1987 by and between the Armstrong Rubber Company and Terwilliger Rubber Associates, and all documents executed in connection therewith and all of the Debtor's right, title, and interest therein, including all rights of enforcement.

BOOK 518 PAGE 123

- (xiii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are covered, and all future advances and after acquired property are secured.

**SECURED PARTY:**

PERPETUAL SAVINGS BANK, F.S.B.  
A Federal Savings Bank

**DEBTOR:**

CONDERE CORPORATION,  
A Delaware Corporation, f/k/a  
S&A TRUCK TIRE, SALES AND  
SERVICE CORPORATION

By:  (SEAL)  
J. David Kommalan,  
Vice President

Date: 8/1, 1987

By:  (SEAL)  
Dennis T. Terwilliger,  
President

Date: August 1, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LJG) 6109

6109  
C-02.02  
FS 3

800-518-124

269852

FINANCING STATEMENT

本行代辦各項房地產抵押貸款

1. Name of Debtor(s):  
Address:

Taxable debt \$19,000.00

Freestate Reporting, Inc.  
1006 Cape St. Claire Rd.  
Annapolis, Md. 21401

2. Name of Secured Party:  
Address:

Annapolis Banking and Trust Company  
P.O. Box 311 Annapolis, Md. 21404

RECORD FEE 11.00

RECORD TAX 133.00

POSTAGE .50

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

#078940 0345 R01 T13:44

09/24/87

4. This Financing Statement covers the following types (or items) of property:

Three Foot Controls, Model MR610A,  
Baird Eight Track Transcribers Model 610-A, Serial #20647-20649

OK

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

.....

..... Annapolis Banking and Trust Co.  
(Type Name of Dealership)

X David A Beck SECY

Cynthia M. Hart, AVP.

FREE STATE REPORTING INC

By..... Cynthia Marie Hart  
(Authorized Signature)

.....

.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Cynthia Marie Hart  
Assistant Vice President

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

133-20

269893

Inventorying file No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

Not Subject to Recordation Tax pursuant to Md. Tax-Property Code Ann. 12-108(k)

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donner, Lon A.  
Address 1913 Hidden Meadow Lane  
Annapolis, MD 21401  
See attached list for additional Joint Debtor

2. SECURED PARTY

Name The Penn Insurance and Annuity Company  
Address 530 Walnut Street  
Philadelphia, PA 19172

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached pages.

For information purposes only, the Collateral may be located at: Premises of: SEE ATTACHED PAGES.

Name and address of Assignee	
RECORD FEE	98.00
POSTAGE	.50

#079830 0345 R01 T14:43  
09/24/87  
CK

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)  
DOVER ASSET GROUP, INC.  
AGENT FOR LON A. DONNER  
Type or Print Above Name on Above Line  
NORA D. BEAN  
(Signature of Debtor)

(Signature of Secured Party)  
THE PENN INSURANCE AND ANNUITY COMPANY  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line  
TITLE: VICE PRESIDENT

Type or Print Above Signature on Above Line  
TITLE:

98 50

FORM 518 (REV 12/85)

BOOK 518 FILE 120

Monaghan, Edward P.  
1284 Richie Highway  
Arnold, MD 21012



Allen  
Melissa  
Corbin  
BOOK 518 PAGE 127

## ADMINISTRATION AGREEMENT

This Agreement is entered into as of the 30th day of December 1985, by and among Dover Asset Group, Inc., a California corporation, having its principal place of business at 4621 Teller Avenue, Suite 150, Newport Beach, California 92660 (the "Program Manager"), and each of the persons identified in Schedule A hereto (individually, a "Co-Owner," and collectively, the "Co-Owners").

*Whereas*, each Co-Owner has executed a Subscription Agreement to purchase an undivided interest as a tenant-in-common in the Equipment;

*Whereas*, immediately after entering into this Agreement, the Co-Owners will purchase undivided interests as tenants-in-common in the Equipment from the Seller and accept assignment of Seller's rights under the Main Lease; and

*Whereas*, the Co-Owners desire (1) to appoint the Program Manager their agent to enter into the transactions referred to in paragraph B, and (2) to grant the Program Manager certain powers to administer and oversee the leasing and sale of the Equipment. The Program Manager desires to accept the duties referred to above.

NOW, THEREFORE, the Co-Owners and the Program Manager agree as follows:

### ARTICLE I

#### DEFINITIONS

Unless the context requires otherwise, terms written in this Agreement with initial capital letters and which are not otherwise defined herein shall have the same meaning as is given them in the Confidential Private Placement Memorandum for Dover Equipment Leasing Co-Ownership Program-5, dated September 30, 1985.

### ARTICLE II

#### ACQUISITION AND LEASING OF EQUIPMENT

2.01 *Consummation of Transactions.* Pursuant to the powers of attorney contained in Article XV, the Co-Owners hereby authorize and direct the Program Manager to act on their behalf and in their stead:

(a) To execute and deliver (i) the Purchase Documents, (ii) any document necessary to obtain the consent of the holder of a lien on the Equipment, (iii) the Chattel Mortgage and any other financing statement, continuation statement or other document necessary to protect the security interest of any entity in the Equipment, (iv) assignment of the Main Lease and (v) each document referred to in the Purchase Documents and the Main Lease; and

(b) To accept delivery of and to acquire and lease the Equipment as contemplated by the Purchase Documents and the Main Lease and to accept delivery of the Bill of Sale, any invoices covering the Equipment and an assignment of Seller's interest as lessor under the Main Lease.

All such documents shall be substantially in the form attached as Exhibits to the Memorandum.

2.02 *Payment.* The Co-Owners shall deliver the cash and notes called for in their Subscription Agreements (total \$108,695 per Unit) to provide the Program Manager with sufficient funds to enable the Program Manager to pay to the Seller on the Closing Date the amounts required to be paid at that time pursuant to the Purchase Documents.

### ARTICLE III

#### ADMINISTRATION OF THE PROGRAM

3.01 *Program Manager's Powers and Duties.* The Co-Owners authorize and direct, and the Program Manager agrees to do each of the following:

(a) Subject to the terms of this Agreement, to exercise the rights and perform the duties of the Co-Owners as lessors under the Main Lease and as the makers of the Equipment Notes;

518 PGE 128

(b) To give to each Co-Owner notice of any default with respect to such Co-Owner under the Main-Lease or under his Equipment Note, and to transmit to each Co-Owner a copy of any notice received with respect to the Main Lease or to his Equipment Note;

(c) To execute and deliver, on behalf of the Co-Owners, such loan agreements, notes, security instruments and other instruments and documents, together with any substitutions therefor, amendments thereto and replacements thereof, as necessary or appropriate to complete the transactions contemplated in the Purchase Documents and the Main Lease;

(d) In accordance with the provisions of the terms of the Main Lease and the Equipment Notes, to perform administrative and management services with respect to the Equipment, as directed in this Agreement or by Co-Owner Consent;

(e) Subject to the terms of the Leases, to generally monitor the operation of the Equipment;

(f) To monitor the operations of and performance by the Lessee under the Main Lease and to enforce collection of the rent and any other amounts due and payable under the Main Lease or with respect to the Equipment;

(g) To monitor the maintenance of insurance to the extent required under the Main Lease with respect to the Equipment, including, without limitation, insurance against (i) personal liabilities including property damage and personal injury and (ii) loss of or damage to the Equipment;

(h) To make arrangements for the disposition of the Equipment after the termination of the Main Lease and to execute, after obtaining Co-Owner consent, any documents relating to the sale or re-lease of the Equipment after the termination of the Main Lease;

(i) Act as agent for receipt of service of process against the Co-Owners in connection with the ownership, management or operation of the Equipment;

3.02 *Events of Default.* In the event the Program Manager shall have knowledge of an Event of Default, the Program Manager shall take such immediate action as it deems appropriate to protect the interest of the Co-Owners with respect to such Event of Default, subject, however, in all respects to obtaining Co-Owner consent within a reasonable time after taking such action.

3.03 *Copies of Notices, etc.* The Program Manager shall deliver to each Co-Owner a copy of any written notice that it has received pursuant to the Equipment Notes or the Main Lease, or of any legal or tax proceedings instituted against the Program Manager or the Co-Owners with respect to the Main Lease or the Equipment.

3.04 *Co-Owner Consent.* Except as otherwise provided in this Agreement, where any direction, consent or other action of the Co-Owners ("Co-Owner Consent") is required to be given or taken hereunder, such direction, consent or action shall require the concurrence in writing of Co-Owners owning at least two-thirds of the Units, provided, however, that if the Program Manager shall not have received a response from any Co-Owner with respect to a proposed action within ten days after giving notice of such proposed action, such Co-Owner shall be deemed to have consented to such action.

#### ARTICLE IV

##### THE PROGRAM MANAGER

4.01 *No Partnership, Joint Venture, Etc.* The Co-Owners expressly acknowledge that this Agreement and other similar agreements among them are not intended to create a partnership, joint venture, association or other entity among the Co-Owners, the Lessee or any sub-lessee, owners of other equipment or the Program Manager or any combination of two or more of them. Unless the Program Manager receives Co-Owner Consent to the contrary, the Program Manager shall not take any action or engage in any course of dealing that would suggest or create an inference that there is any understanding or agreement between owners of other equipment or the Co-Owners or that such owners are acting collectively or as an entity, and the Program Manager shall use its best efforts to assure that no silence or failure to act on its part creates or sustains any such suggestion or inference.

518 129

4.02 *Limitations on Powers.* Anything in this Agreement to the contrary notwithstanding, the Program Manager is not empowered or authorized (a) to enter into any material amendment, modification, or termination of the Main Lease, other than pursuant to those administrative powers as provided for in the Main Lease or in this Agreement; (b) to borrow money or execute notes or other instruments of indebtedness binding the Co-Owners (except as set forth in Article III; or (c) without in any way limiting the generality of the foregoing, to make any non-ministerial management decisions, or to incur or authorize any expenditure or commitment outside of the ordinary course of the holding, conserving and collecting income with respect to the Co-Owners' ownership interests in the Equipment, except after receiving Co-Owner Consent thereto.

4.03 *Monies Received.* The Program Manager shall have no liability or responsibility under this Agreement with respect to moneys except to the extent that moneys are actually received by the Program Manager. No moneys received hereunder need be segregated except to the extent required by law, and the Program Manager shall not be liable for any interest thereon. The Co-Owners severally agree to indemnify, protect and keep harmless the Program Manager from and against any and all liabilities, obligations, damages, costs and expenses incurred by or imposed upon the Program Manager with respect to any payments made or deposits of any monies under this Agreement.

4.04 *Reliance on Signatures and Certificates; Use of Attorneys and Accountants.* The Program Manager shall incur no liability to any Co-Owner in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Program Manager may accept a copy of a resolution of the board of directors of any corporation, certified by the secretary or an assistant secretary of the corporation as duly adopted and in full force and effect, as conclusive evidence that the resolution has been duly adopted by the Board and that it is in full force and effect. As to any fact or matter the manner or ascertainment of which is not specifically described in this Agreement, the Program Manager may for all purposes rely on a certificate, signed by or on behalf of the proper party executing the certificate, as to such fact or matter, and the certificate shall constitute full protection to the Program Manager for any action taken or omitted to be taken in good faith in reliance thereon. The Program Manager may execute any of the powers granted under this Agreement and perform its powers and duties directly or through other agents or attorneys. The Program Manager shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsel, accountants or other skilled persons.

4.05 *Actions of Program Manager as Agent.* In accepting the obligations and the relationship created by this Agreement, the Program Manager shall act solely as an agent of the Co-Owners and not in its individual capacity. All persons, other than the Co-Owners, having any claim against the Program Manager by reason of the transactions contemplated by this Agreement shall look only to the Co-Owners for payment or satisfaction thereof.

4.06 *Good Faith Required.* Notwithstanding the foregoing provisions of this Article IV, the Program Manager shall conduct the affairs described herein in the best interests of the Co-Owners and shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Co-Owners.

## ARTICLE V

### RESPONSIBILITY OF PROGRAM MANAGER

The Co-Owners acknowledge that the Program Manager may engage in other unrelated or competing businesses and may manage other equipment purchased by other investors pursuant to one or more agreements similar to this Agreement and also may act as a general partner or trustee of various partnerships or trusts that invest in and own equipment similar to the Equipment. The Co-Owners also acknowledge that the Program Manager may receive from owners of other equipment compensation in connection therewith, and they acknowledge and agree that the Program Manager's services for, obligations to and rights with respect to the Co-Owners and the owners of other equipment are several. Any actions taken by the Program Manager on behalf of the owners of other equipment will be taken as agent for such owners severally and individually, either naming such owners or naming the

BOOK 518 PAGE 130

Program Manager as agent for undisclosed several and individual principals. The Program Manager shall devote so much of its time and efforts to the performance of its services under this Agreement as in its reasonable judgment is necessary or desirable.

#### ARTICLE VI

##### RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE EQUIPMENT

6.01 *Application of Offering Proceeds.* The proceeds received by the Program Manager from the offering shall be allocated as described in the Memorandum for the purchase of the Equipment.

6.02 *Application of Main Lease Rentals.* Except as otherwise provided in Section 6.03 or 6.05 and subject to the terms and conditions of the Equipment Notes, the Program Manager shall apply each payment received by it under the Main Lease, or otherwise with respect to the leasing or sale of the Equipment, as follows:

(a) *First*, to payment in full of the principal of and interest on the Equipment Notes, to the extent then due and not in prepayment, or to repay any loan described in Section 3.01(c);

(b) *Second*, to payment of the cost of administering the Main Lease, this Agreement and any outstanding debts and obligations of the Co-Owners, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of administering the Main Lease, but only to the extent that there are insufficient funds reserved under this Agreement for such purpose; and

(c) *Third*, the balance, if any, shall be paid to the Co-Owners ratably in proportion to the number of Units they own.

6.03 *Application of Payments in Respect of Lessee's Indemnity.* Each payment received by the Program Manager from the Lessee pursuant to the Lessee's indemnities contained in the applicable sections of the Main Lease, to the extent such sums are not paid under the Equipment Notes, shall be applied:

(a) *First*, to any cost, expense, liability or loss suffered by the Co-Owners or Program Manager; and

(b) *Second*, to payment to, or as directed by, the Co-Owners ratably in proportion to the number of Units they own.

6.04 *Application of Other Payments.* Any payment received by the Program Manager, other than payments referred to in the other Sections of this Article VI, for which provision as to the application thereof is made in the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement, shall be applied to the purpose for which such payment was made in accordance with the terms of the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement. Any payment received by the Program Manager for which no provision as to the application thereof is made in the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement shall, unless Co-Owner Consent has been given for another procedure, be applied as follows:

(a) *First*, to payment of the cost of administration of the Main Lease, this Agreement and any outstanding debts and obligations of the Co-Owners, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of the operations of the Program, but only to the extent that there are insufficient funds reserved under this Agreement for such purpose; and

(b) *Second*, the balance, if any, shall be paid to the Co-Owners ratably in proportion to the number of Units they own.

6.05 *Application of Monies After Default.* Any payment received or amount realized by a Co-Owner after an Event of Default under his Equipment or Investor Note shall have occurred and be continuing (including any amount realized by the Program Manager or the Co-Owner from the exercise of any remedies pursuant to the relevant sections of the Main Lease), as well as all funds then held or thereafter received by the Program Manager as part of such Co-Owner's share of income from the Equipment, while such Event of Default shall be continuing, shall be applied as follows:

(a) *First*, that portion of any sums available for distribution pursuant to this Section 6.05 as shall equal the lesser of (i) the aggregate amount of all such sums, or (ii) the unpaid principal amount of the Equipment Note and Investor Note declared to be due and

004 518 PAGE 131

date of distribution—plus all other amounts owing under such Notes shall be paid in discharge or partial discharge of the obligations under and pursuant to such Notes;

(b) *Second*, to payment of the defaulting Co-Owner's share of the cost of administration of the Main Lease, this Agreement and any outstanding debts and obligations of such Co-Owner, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of the operation of the Program; and

(c) *Third*, all amounts remaining after payment in full of the amounts required to be paid in accordance with subsections (a) and (b) shall be applied to payment to, or as directed by, the defaulting Co-Owner.

6.06 *Application of Lease Payments After Payment of Equipment Notes.* Except as otherwise provided in Sections 6.03 and 6.05: (a) all payments received and amounts realized by the Program Manager under the Main Lease or otherwise with respect to the Equipment (including, without limitation, all payments received upon the sale of the Equipment after termination of the Main Lease) to the extent received or realized at any time after payment in full of the principal of, and interest on, the Equipment Notes plus all other amounts owing to the holder of the Equipment Notes, and (b) monies not included in subsection (a) of this Section 6.06 or remaining after payment in full of amounts required to be paid in accordance with subsection (a) above, shall be applied:

(i) *First*, to the reimbursement of the Program Manager for all fees and expenses not already reimbursed under this Agreement, the Main Lease or otherwise, and

(ii) *Second*, to payment to, or as directed by, the Co-Owners ratably in proportion to their respective Units.

6.07 *Equipment Notes Control.* Notwithstanding anything in this Article VI to the contrary, any payments and amounts held by the Program Manager that are required to be distributed in a manner specified in the Equipment Notes shall be distributed in such manner.

6.08 *Payments to the Co-Owners.* The Program Manager shall cause to be remitted to each Co-Owner his pro rata share of the net proceeds, if any, from operation of the Equipment after all required cash obligations of each Co-Owner under this Agreement have been paid, including the expenses provided for in Article VII whenever the amount of such net proceeds equals or exceeds twenty-five dollars per Unit.

## ARTICLE VII

### INDEMNIFICATION OF PROGRAM MANAGER

The Program Manager shall not be liable to the Co-Owners for any act or omission done in good faith and within the scope of authority conferred by this Agreement that does not amount to willful misconduct or gross negligence. The Co-Owners hereby agree to indemnify the Program Manager against any and all claims, actions, suits, demands, judgments, costs, expenses and disbursements (including, without limitation, attorneys' fees and expenses) asserted against the Program Manager by or in favor of any person or entity not a party to this Agreement, arising out of or in connection with the operation, use, ownership, storage, maintenance, repair, lease or sale of the Equipment, all taxes with respect thereto and the Program Manager's performance of its services under this Agreement, unless caused by the willful misconduct or gross negligence of the Program Manager; provided, however, that (a) the Program Manager shall promptly notify the Co-Owners of any claim or litigation to which the foregoing indemnity may be applicable; and (b) the Program Manager shall not settle any claim or litigation or confess or consent to the entry of any judgment or willfully default in any litigation to which the foregoing indemnity may be applicable, except pursuant to Co-Owner Consent.

## ARTICLE VIII

### COMPENSATION AND EXPENSES

8.01 *Program Manager's Fee.* The Co-Owners agree that the Program Manager will be entitled to receive compensation for the administrative services described in this Agreement \$165 per Unit per year beginning in 1986 as a general and administrative fee (the "Program Manager's Fee"). This amount includes an administration fee for establishing and

518 INC 132

maintaining the books and records pertaining to the administration of the Equipment and the Main Lease, making such inspections of the Equipment and the books and records of the Lessee as the Program Manager may from time to time deem necessary or desirable, and performing similar functions. All other expenses of administration, including annual accounting and other expenses and any out-of-pocket expenses of the Program Manager, shall be payable by the Co-Owners.

8.02 *Remarketing Fee.* The Co-Owners agree that the Program Manager shall be entitled to receive as compensation for remarketing services performed hereunder an amount equal to twenty-five percent of rents received with respect to the Equipment after termination of the Main Lease and fifteen percent of the proceeds of sale of the Equipment. Such rents and proceeds of sale shall be calculated on the gross amounts received for rentals or sales, as the case may be, from third parties prior to deductions of any expense of the Program Manager or the Co-Owners.

## ARTICLE IX

### RECORDS AND REPORTS

9.01 *Books and Records.* The Program Manager shall keep books of account in which shall be entered fully and accurately each transaction consummated by the Program Manager with respect to the Equipment. All such books shall be open to inspection and examination by the Co-Owners or their representatives by appointment during normal business hours and any Co-Owner may cause an audit thereof at his own expense. The Program Manager may retain independent accountants on behalf of the Co-Owners, who shall prepare any statement or report that may be required to be made or filed with respect to any taxes, fees or charges that are based on, or are measured by, the gross or net income, gains, gross receipts or net worth of the Equipment. The Program Manager shall send to each of the Co-Owners a copy of any such statement or report. The Program Manager shall execute, deliver or file such statement or report and any instruments, documents or certificates incidental thereto, provided that the same are acceptable to the Program Manager and its counsel. All costs and expenses incurred in connection with the preparation and filing of any of the foregoing shall constitute a portion of the costs of administration referred to in Section 6.02(b). Nothing in this Section 9.01 or any other provision of this Agreement shall impose upon the Program Manager an obligation to provide or prepare periodic statements of the financial position or results of operation or any opinion of independent accountants as to any financial statements that may be provided.

9.02 *Reporting.* The Program Manager shall submit to the Owners within ninety days of the end of each calendar year during the term of this Agreement an annual report of the operations and status of the Equipment including an accounting of all Receipts and expenditures during such calendar year.

9.03 *Bank Accounts.* (a) The Program Manager shall open and maintain one or more bank accounts in its name for the benefit of the Co-Owners. Such accounts may include (i) demand deposit or money-market accounts in which shall be deposited the Co-Owners' contributions, for application in accordance with the terms of this Agreement, (ii) demand deposit or money-market accounts in which shall be deposited the receipts, as received, pending distribution in accordance with the terms of this Agreement, (iii) demand deposit or money-market accounts in which shall be deposited loan proceeds, as received, pending distribution, and (iv) such other bank accounts as the Program Manager deems necessary or the Co-Owners may direct.

(b) If at any time the Program Manager is holding cash belonging to the Co-Owners, and until such cash is paid to the Co-Owners or applied as required under this Agreement, the Program Manager may invest such cash in short-term government securities, certificates of deposit, interest-bearing deposits in banks and savings and loan associations, bankers' acceptances and repurchase agreements, time deposits and obligations of, or guaranteed or insured by, the United States government or its agencies, or any money-market fund investing in any of the foregoing.

## ARTICLE X

## THE CO-OWNERS

10.01 *Failure to Pay Expenses, etc.* If a Co-Owner fails to pay his pro rata share of any expense or cost relating to the Equipment, then the Program Manager may, at its discretion, withhold distributions from the Co-Owner and deduct therefrom his share of such expense or cost.

10.02 *Liability of the Co-Owners.* (a) The liability of the Co-Owners shall be several and not joint or collective. Each Co-Owner shall be responsible only for his obligations as set forth in this Agreement, his Equipment Note, the Chattel Mortgage, his Investor Note and his Investor Security Agreement and only for his share of expenses and obligations in connection with the ownership, management, repair, leasing and operations of the Equipment as well as third-party claims in respect thereof.

(b) All costs and liabilities incurred in the purchase, lease, management and operation of the Equipment shall be borne and paid for, and all Equipment acquired by the Program Manager on behalf of the Co-Owners shall be owned by each Co-Owner in proportion to the number of Units he owns.

10.03 *No Right to Partition.* Each Co-Owner hereby waives any right to judicial partition of the Equipment or any part thereof.

## ARTICLE XI

## TERM

11.01 *Term of Agreement.* This Agreement shall remain in full force and effect until December 31, 1996, unless the Co-Owners elect to terminate this Agreement before that date; provided, however, that this Agreement shall terminate upon a sale of all of the Equipment, subject to the administrative duties to be performed relating to such sale and termination.

11.02 *Survival of Certain Obligations.* Notwithstanding any termination or revocation of this Agreement pursuant to this Article XI, the following obligations shall survive such termination and revocation: (a) the Co-Owners' obligations for the payment of costs, liabilities and expenses, and the effectiveness and enforcement of liens with respect to the Co-Owners' purchase of their Units incurred or arising pursuant to the Subscription Agreements existing on the date of this Agreement or arising prior to cancellation, and (b) the Co-Owners' obligations to pay in full all amounts due under their Notes.

11.03 *Accounting on Termination.* Upon termination of this Agreement, the Program Manager shall make a full and proper accounting of the assets, liabilities and operations of the Program, as of and through the completion of such termination.

## ARTICLE XII

## REPRESENTATIONS AND WARRANTIES OF THE CO-OWNERS

The Co-Owners acknowledge that the Program Manager will make representations to the Seller under the Purchase Documents and to the Lessee under the Main Lease. Each Co-Owner hereby ratifies and adopts such representations as if he had made them himself.

## ARTICLE XIII

## TRANSFER AND ASSIGNMENT OF UNITS

Each Co-Owner shall have the right to assign or transfer all or any part of his Units and his rights under this Agreement to any other person by written instrument signed by such assignee, stating that such assignee accepts and adopts all of the terms and provisions of this Agreement, the Co-Owner's Agreement, the Purchase Documents and the Main Lease. Upon receipt by the Program Manager of a copy of the aforementioned written instrument of transfer or assignment, and a copy of an opinion of counsel satisfactory to the Program Manager to the effect that the transfer does not violate any state or federal securities laws and could not adversely affect the exemption from registration pursuant to which the Units were initially offered and sold, such transferee shall succeed to all of the rights, obligations

BOOK 518 PAGE 134

## ARTICLE XVI

## MISCELLANEOUS

16.01 *Ministerial Matters.* If the Program Manager determines, in its reasonable business judgment, that certain ministerial actions with respect to the Equipment or the Main Lease would be in the best interest of the Co-Owners, the Program Manager may take such action without notifying the Co-Owners or obtaining Co-Owner Consent.

16.02 *Notices.* Unless and until the Program Manager gives notice to the contrary to the Co-Owners, any notice, request, demand, statement or other communication provided for in this Agreement shall be in writing and shall be deemed to have been duly given or delivered on the day mailed if deposited, postage prepaid, in the United States mail, certified or registered, return receipt requested, directed to the parties at the addresses listed on Schedule A hereto (or such other address of which any party may have given written notice to the others). All communications to the Program Manager should be delivered to Dover Asset Group, Inc., 4621 Teller Avenue, Suite 150, Newport Beach, California 92660.

16.03 *Successors and Assigns.* Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto. Nothing contained in this Agreement, express or implied, shall be deemed to confer on any person, other than the parties hereto or their respective heirs, successors, legal representatives, or assignees, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

16.04 *Article and Section Headings.* The Article and Section headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16.05 *Choice of Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed therein without giving effect to its principle of conflicts of laws.

16.06 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

16.07 *Gender; Number.* Unless the context requires otherwise, (a) references in this Agreement to the masculine gender include the female and the neuter and (b) references to the singular include the plural and vice versa.

16.08 *Counterpart Execution.* This Agreement may be executed by the parties in one or more counterparts, and all such counterparts shall constitute a single instrument.

16.09 *Amendments.* This Agreement may be amended at any time by Co-Owner's Consent, except that no amendment that changes the obligations or rights of any Co-Owner relating to contributions, liabilities, pro rata shares of cash receipts, residual proceeds, income, expenses or losses shall be effective without the consent of the affected Co-Owners.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROGRAM MANAGER:  
DOVER ASSET GROUP, INC.

CO-OWNERS LISTED ON SCHEDULE A  
HERE TO:

By: Anthony W. Esernia  
Anthony W. Esernia, President

By: DOVER ASSET GROUP, INC.  
Attorney-in-Fact

By: Anthony W. Esernia  
Anthony W. Esernia,  
President

and liabilities of a Co-Owner under this Agreement to the extent of the Units acquired by such transferee.

#### ARTICLE XIV

##### SUCCESSOR PROGRAM MANAGER

14.01 *Resignation of Program Manager.* The Program Manager may resign at any time without cause by giving at least ninety days' prior written notice to the Co-Owners. However, such resignation shall not be effective until the date of appointment of a successor program manager as provided in Section 14.03. The Program Manager shall not be liable for any damages to the Co-Owners caused by his resignation in accordance with this Section 14.01 or for the return of any fees received by it prior to delivery of the notice contemplated by this Section 14.01.

14.02 *Removal of Program Manager; Appointment of Successor.* The Program Manager may be removed at any time, with or without cause, by an instrument in writing from the Co-Owners holding a majority of the Units, designating a successor program manager and delivered to the Program Manager, such removal to be effective upon the acceptance by the successor program manager of the appointment under Section 14.03.

14.03 *Successor Program Manager.* In case of the death, adjudication of legal incompetence, resignation, dissolution, removal or bankruptcy of the Program Manager or any successor program manager, the Co-Owners shall use their best efforts to appoint a successor program manager by a written instrument signed by Co-Owners holding a majority of the Units. If a successor program manager shall not have been appointed within thirty days after such death, adjudication of legal incompetence, resignation, removal or bankruptcy, any Co-Owner may apply to any court of competent jurisdiction to appoint an interim successor program manager to act until such time, if any, that a successor program manager is appointed as provided above. Any interim program manager so appointed shall immediately and without further act be superseded by any successor program manager appointed as provided above. Any successor program manager, whether appointed by a court or by the Co-Owners, shall execute and deliver to the Co-Owners an instrument accepting such appointment, and thereupon such successor program manager, without further act, shall become vested with all the estates, properties, rights, powers, duties and indemnities of the predecessor program manager as if originally named herein as the Program Manager. Any successor program manager selected or appointed in accordance with this Section 14.03 shall, in lieu of any statutory compensation to which he may otherwise be entitled, receive such compensation for these services as shall be approved by the Co-Owners. No bond shall be required by any Program Manager serving hereunder.

#### ARTICLE XV

##### POWER OF ATTORNEY

By execution of this Agreement, each Co-Owner, individually, as a Co-Owner of an undivided interest in the Equipment, hereby irrevocably makes, constitutes, and appoints the Program Manager and its substitutes his true and lawful attorney-in-fact and authorizes the Program Manager in the name of the Co-Owner to execute all documents and to do all things and exercise all powers granted under this Agreement, including, but not limited to, those set forth in Articles II and III. This is a special power of attorney for the purposes set forth in this Article XV and is coupled with an interest. The Program Manager may execute any document pursuant to this Power of Attorney either by separately executing it on behalf of each individual Co-Owner or by executing it once on behalf of all of the Co-Owners. Each Co-Owner covenants on behalf of himself and his heirs, executors, administrators and other personal representatives, that all acts of the Program Manager as attorney-in-fact shall be confirmed even if done after the death of such Co-Owner.

(d) This Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

10. Power of Attorney to Program Manager. The undersigned hereby grants Dover Asset Group, Inc., (the Program Manager) with full power of substitution, an irrevocable power of attorney to execute on behalf of the undersigned:

1. the Co-Owner's Agreement substantially in the form attached as an Exhibit to the Memorandum;
2. the Administration Agreement (including the Power of Attorney contained therein) substantially in the form attached as an Exhibit to the Memorandum;
3. the Purchase Agreement substantially in the form attached as an Exhibit to the Memorandum;
4. the Chattel Mortgage substantially in the form attached as an Exhibit to the Memorandum;
5. an Investor Security Agreement substantially in the form attached as an Exhibit to the Memorandum;
6. any financing statements the Program Manager deems necessary in order to perfect the security interests created by the Investor Security Agreement and Chattel Mortgage; and
7. any documents necessary or convenient to effect the transactions contemplated in the above listed documents.

This power of attorney is a special power of attorney coupled with an interest and is limited to the purposes set forth herein. The Program Manager need only execute the above listed documents once as attorney-in-fact for all of the Co-Owners, including the undersigned. The undersigned has carefully read and understands the documents mentioned in this paragraph and hereby specifically accepts and adopts and consents to be bound by each and every provision contained therein.

IN WITNESS WHEREOF, the undersigned, whose address is set forth above, desiring to become a Co-Owner of the Equipment, hereby (a) ratifies and acknowledges the power of attorney in favor of the Program Manager contained in the Administration Agreement; (b) acknowledges receipt of the Memorandum and the exhibits thereto; and (c) executes this Subscription Agreement (including the Power of Attorney) this 8 day of DECEMBER, 1985 and declares that it is truthful and correct.

Lon A. Down  
Signature

Lon A. Downey  
Print Name (and title, if applicable)

Signature

Print Name (and title, if applicable)

STATE OF Virginia, ss.)  
COUNTY OF Fairfax

On this 9th day of December, 1985, before me, the undersigned notary public in and for said State, personally appeared Lon A. Downey, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed it.

Debra Lewis Downey  
Notary Public  
My Commission expires: 8/5/86

ACCEPTED: FINANCIAL SERVICE EQUITIES, INC., Sponsor

By: \_\_\_\_\_  
Co-Owner Number \_\_\_\_\_

DATE: \_\_\_\_\_, 1985

(d) This Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

10. Power of Attorney to Program Manager. The undersigned hereby grants Dover Asset Group, Inc., (the Program Manager) with full power of substitution, an irrevocable power of attorney to execute on behalf of the undersigned:

1. the Co-Owner's Agreement substantially in the form attached as an Exhibit to the Memorandum;
2. the Administration Agreement (including the Power of Attorney contained therein) substantially in the form attached as an Exhibit to the Memorandum;
3. the Purchase Agreement substantially in the form attached as an Exhibit to the Memorandum;
4. the Chattel Mortgage substantially in the form attached as an Exhibit to the Memorandum;
5. an Investor Security Agreement substantially in the form attached as an Exhibit to the Memorandum;
6. any financing statements the Program Manager deems necessary in order to perfect the security interests created by the Investor Security Agreement and Chattel Mortgage; and
7. any documents necessary or convenient to effect the transactions contemplated in the above listed documents.

This power of attorney is a special power of attorney coupled with an interest and is limited to the purposes set forth herein. The Program Manager need only execute the above listed documents once as attorney-in-fact for all of the Co-Owners, including the undersigned. The undersigned has carefully read and understands the documents mentioned in this paragraph and hereby specifically accepts and adopts and consents to be bound by each and every provision contained therein.

IN WITNESS WHEREOF, the undersigned, whose address is set forth above, desiring to become a Co-Owner of the Equipment, hereby (a) ratifies and acknowledges the power of attorney in favor of the Program Manager contained in the Administration Agreement; (b) acknowledges receipt of the Memorandum and the exhibits thereto; and (c) executes this Subscription Agreement (including the Power of Attorney) this 27 day of December, 1985 and declares that it is truthful and correct.

x Edward Monaghan  
Signature

EDWARD MONAGHAN  
Print Name (and title, if applicable)

x \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and title, if applicable)

STATE OF Virginia, ss., )  
COUNTY OF Fairfax )

On this 27th day of December, 1985, before me, the undersigned notary public in and for said State, personally appeared Edward Monaghan, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed it.

Heaven Lynn Craswell  
Notary Public  
My Commission expires: 8/5/86

ACCEPTED: FINANCIAL SERVICE EQUITIES, INC., Sponsor

By: J. G. Zanetti  
Co-Owner Number \_\_\_\_\_

DATE: 12/31, 1985

(d) This Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

10. Power of Attorney to Program Manager. The undersigned hereby grants Dover Asset Group, Inc., (the Program Manager) with full power of substitution, an irrevocable power of attorney to execute on behalf of the undersigned:

1. the Co-Owner's Agreement substantially in the form attached as an Exhibit to the Memorandum;
2. the Administration Agreement (including the Power of Attorney contained therein) substantially in the form attached as an Exhibit to the Memorandum;
3. the Purchase Agreement substantially in the form attached as an Exhibit to the Memorandum;
4. the Chattel Mortgage substantially in the form attached as an Exhibit to the Memorandum;
5. an Investor Security Agreement substantially in the form attached as an Exhibit to the Memorandum;
6. any financing statements the Program Manager deems necessary in order to perfect the security interests created by the Investor Security Agreement and Chattel Mortgage; and
7. any documents necessary or convenient to effect the transactions contemplated in the above listed documents.

This power of attorney is a special power of attorney coupled with an interest and is limited to the purposes set forth herein. The Program Manager need only execute the above listed documents once as attorney-in-fact for all of the Co-Owners, including the undersigned. The undersigned has carefully read and understands the documents mentioned in this paragraph and hereby specifically accepts and adopts and consents to be bound by each and every provision contained therein.

IN WITNESS WHEREOF, the undersigned, whose address is set forth above, desiring to become a Co-Owner of the Equipment, hereby (a) ratifies and acknowledges the power of attorney in favor of the Program Manager contained in the Administration Agreement; (b) acknowledges receipt of the Memorandum and the exhibits thereto; and (c) executes this Subscription Agreement (including the Power of Attorney) this 27 day of December, 1985 and declares that it is truthful and correct.

x Edward Monaghan  
Signature

EDWARD MONAGHAN  
Print Name (and title, if applicable)

x \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and title, if applicable)

STATE OF Virginia, ss., )  
COUNTY OF Fairfax )

On this 27th day of December, 1985, before me, the undersigned notary public in and for said State, personally appeared Edward Monaghan, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed it.

Howa Lynn Craig  
Notary Public  
My Commission expires: 8/5/86

ACCEPTED: FINANCIAL SERVICE EQUITIES, INC., Sponsor

By: Jan G. Zantony  
Co-Owner Number \_\_\_\_\_

DATE: 12/31, 1985

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

518 138

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Northern Telecom System		1
250318T2 QPC60 500/2500 Line Card		20
Perp "A" PE Shelf		2
Peripheral Buffer		1
251384T2 Jack Mod Flush MT 6TEK 630AQB6		6
201199T5 Cable 3pr. 24 ga. BMD		500 FT.
276722T5 SL1 QSU3CQMC digit		4
239443T2 Speakerphone		1
256690T8 Speakerphone		1
547127T9 SL1 x former 24v		5
239446T8 Speakerphones QOSIA2-35		3
256690T8 Speakerphones QKKIA-E		10
26030850 12 Ft handset cords		24
276722T5 Digit Display Sets		6
46027659 CCRD-N Handset (H4CJ) 25 Ft Ash		2
247691T7 QMT1 Add on Module (10 Button)		14
547127T9 P0547127 Power Transformer 24v		35
515934T6 P0515934 Wall Bracket (SL-1 Set)		1
314010T7 Cable 3PR 24 Gauge Telflow Cable		6,200
Audichron Head Unit		1
Audichron Channel Card		1
S. Sound Head		1
QPC 74 Board		1
255052T1 Cord-L-QM Line (06 of 1) 14 ft. P/S 6-COND		3
539445T0 Speakerphones QUSICZ-35		3
NEM402Q3 Ribbon Cable		1
20612350 A25B-50 SE Comm Cable		4
72102456 89 B's Bracket		4
20614358 Cable Conn. B25A50DE		1
247692T5 QMT2 Add on Module (20 Buttons)		8
239445T8 Handsfree Speakerphone QUSIC		5
466035T2 Cord-H-FM Handset 12 ft Ash P1		7
248288T9 Cord-L QM Line 14ft P/S 4-Conductor		4

Equipment Location: Federal Express Corporation  
 2185 Democrat  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom. Inc., as  
 follows:

518 139

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Rixon Limited Distance Modem		4
Audichron 4 Channel Recorded Announcement Machine		1
Option 46 Message Center		1
Tapes Generic 611		3
248295T0 Cord Line Mod Plug 1 Plug 14		4
46030080 Cord Handset 12' Ash		1
276722T5 QSV3CQNC Digit Display		2
314010T7 Cable 3PR 24 Gauge Teflon		11,000
255053T9 Cord-L-QM Line (D6QF) 25 Ft		1
255052T1 Cord-L-QM Line (D6QF) 14 Ft		3
547127T9 P0547127 Power Transformer 24V		1
251380T0 Jack Mod Surface NE 625QA6		3
201199T5 Cable 3PR 24GA House Cable		500
77114158 66M50 Connecting Block		4
248209T7 Line 25 ft. Pls 4-Conductor		1
20612350 A25B-50 SE Common Cable		1
466035T2 Cord Handset 12' Ash		2
468276S9 Cord Handset 25' Ash		1
Phone PBX System 1103702		1
		2
CE CPU Cabinet Assembly (Dual CPU)		3
CE Network Cabinets		6
Network Group Assembly		59
64 K Memory Modules		6
Network Assemblies		6
Conference/Network Assembly		7
P.E. Cab. #1		93
P.E. cab. #2		333
Peripheral Shelf Assemblies		76
SL-1 Line Cards (4 circ./card)		1
2500 Line Cards (4 circ./card)		14
Console Line Card (1 console/card)		2
Digitone Receivers		70
Serial Data Interface Cards		127
CO/FX/WATS Cards (2 circ./card)		30
4-Wire E&M Cards (2 circ./card)		1
Loop Signal Trunk Card (2 circ./card)		1260
Digit Display Console		1
SL-1 Sets		300
SL-1 Maintenance Set		130
2500 Sets		1
Headset Kits		1
Emergency Transfer Unit (24 Trunks)		4 Hr.
Service Terminal		1
Battery Backup Supply		
Centralized Power Cabinet		

Equipment Location: Federal Express Corporation  
 2185 Democrat  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

518 ms 140

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Supplementary Power Cabinet		
50 Amp Rectifiers		1
4-Wire Loop Around Test Unit with		6
Milliwatt Tone and Quiet Termination		1
ACD Supervisor CRT		
ACD Printer (LA34BA)		1
Recorded Announcement Trunk Card		1
(4 circ./card)		1
Supplementary Power Cabinet		
50 Amp Rectifiers		1
4-Wire Loop Around Test Unit with		6
Milliwatt Tone and Quiet Termination		1
ACD Supervisor CRT		
ACD Printer (LA34BA)		1
Recorded Announcement Trunk Card		1
(4 circ./card)		1
Software		
Advanced SL-1 Set Features		
Autodial, Call Forward,		
Override, Ring Again,		
Speed Call, Voice Call		
2500 Set Features		
Hold, Call Forward, Speed Call		
Feature Package A		
Recorded Announcement Intercept		
End to End Signalling on SL-1 Sets		
Make Set Busy		
Digit Display on SL-1 Set		
Office Data Administration System		
Direct Inward System Access		
Dial Intercom		
Automatic Call Distributor (C2)		
Centralized Attendant Service (Remote)		
Call Detail Recording - Mag Tape/List		

ESN

Basic Main PBX Software  
 ESN Queuing  
 Network Authorization Code  
 Coordinated Dialing Plan with 4-digit translation  
 (steering)  
 Network Traffic Measurement

Equipment Location: Federal Express Corporation  
 2185 Democrat  
 Memphis, TN 38132

This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 141

<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>
SL-1 Northern Telephone System (05037012)		1
SL-1 Northern Telephone System (1113100)		1
Line Boards		10
250318T2 QP060 500/2600 Line Card		23
264168T5 QPC237 4-Wire F&M Trunk		5
269802T4 QPC219 CO/FX/Trunk w/MSG REG Detect		10
250310T8 QPC61 SL-1 Line Card		2
250484T1 QUT1 Centralized Power Unit		1
Bogen TU60A Amplifier		1
250395T0 SL1 QPC71C DX Sig TK-Paging Trunk Card		2
479189T2 Spkr 8" L112 Bogen		10
479194T1 Transf T4 Bogen		50
301012T8 Cable Speaker Sheilded 2/18ga 87601		2400 ft.
479105T8 Baffle 164-8		50
276722T5 QSU3 SL-1 Digit Display Set		5
247691T7 QMT1 Add-on Module (10 Button)		21
ASSY1DPU Digit Display Set (30-223)		10
254782T5 QKN1 Headset Interface Kit		26
PC-12TP(05) Patch Cord (75-097,005)		11
479300T4 Speaker Paging STP-15 Bogen		48
100 Watt Amp Bogen TU 100 A		1
Conf 2000 Speakerphone		1
461627T2 Handset (6B6544063297) Ash w/Plug		14
245377T5 Bracket (QBP7A)		1
102194T5 52502A Weatherprf Phone RD W/L		4
247692T5 QMT2 Add-on Module (20 Button)		1
Basic Message Center Option 46		1
247591T7 QMT1C Add-on Module (10 Button)		2
256690T8 SLqK1		1
45004354 Headset		2
46027659 Cord Handset 25' Ash		3

Equipment Location: Federal Express Corporation  
 2955 Republican  
 Memphis, TN 38118

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc. as  
 follows:

518 141-A

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
999978T0 2500QM-25 SL TT Ash (QSQM2500AX)		5
273995T1 2554 QM SL Wall		2
255052T1 SL1 A-255-52 Cord Line Mod 14'		1
255053T9 SL1 A-255053 Cord Line Mod 25'		1
46030850 Cord Handset 12' Ash		14
45004158 Headset Plantronics MS50TSS16		2
45004354 Headset Starset HSO1081B		2

Equipment Location: Federal Express Corporation  
 2955 Republican  
 Memphis, TN 38118

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
QSU3CEMC Digital Display Telephone		4
QSULAZ-35 Speakerphones		5
QKK1 Adaptors		5
PO547127 Transformers - 24V		5
46030850 Cord Handset 12' Ash		2
255053T9 SL1 A-255053 Cord Line Mod. 25'		2
255052T1 SL1 A-255-52 Cord Line Mod. 14'		2
247691T7 SL1 QMT1C 10/Btn. Module		1
250490T8 QPC 74 RAN Trunk BRD		1
10 Button Module		4
46030850 Cord Handset 12' Ash		100
248208T9 Cord Line Mod Plug/Spade 14'		3
251334T2 Jack Mod Flush MT 6 TER 630AQB6		1
20119TS Cable 3 pr. 24 ga BMD		75 ft.
QPC 74 RAN Trunk BRD		1
201199T5 Cable 3 pr. 24 ga BMD		250 ft.
Line Boards		8

Equipment Location: Federal Express Corporation  
 2725-21 Mendenhall  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property: Page 6 of 11  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as 518 FILE 142  
follows:

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit ASSY/DPU-24 (30-217)		2

Equipment Location: Federal Express Corporation  
5100 Poplar  
Memphis, TX 38194

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digit Display (276722TS) (QSU3QMC)		1
10 Button Module SL-1 (247691T7) (QNTIC)		1
Digit Display Phone		1

Equipment Location: Federal Express Corporation  
3233 Independence  
Memphis, TN 38118

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 143

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit (30-217) ASSY/DPU - 2403AP CD & RD		2
Digital Patch Unit (30-213) ASSY/DPU - 2403		40
MER-810 Modem Eliminator (48-036)		3
Digital Patch Unit (30-217) ASSY/DPU - 2403AP CD & RD		8
OPC-24 (10) Patch Cord (75-067,010)		15
OPC-24 (05) Patch Cord (75-067,005)		10
30-033 OPU-3519RA		1
30-065 OPN-3512,110V		1
30-010 OPV-3503		6

Equipment Location: Federal Express Corporation  
 2765 Profit  
 Memphis, TN 38131

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit ASSY/DPU-24 (30-223)		37

Equipment Location: Federal Express Corporation  
 3394 Winchester Road  
 Memphis, TN 38194

.This FINANCING STATEMENT covers the following types or items of property:  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom. Inc., as  
follows:

BOOK 518 PAGE 144

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
System #11131025		
Lamp Field Array (247693T3Q:ITS)		1
500/2500 Line Card (QPC60) (250310T8)		1
SL-1 Line Board (QPC61) (250310T8)		1
CO/FX/Trunk W/MSG (QPC219) (269802T4)		3

Equipment Location: Federal Express Corporation  
6 Century Drive  
Parsippany, NJ 07454

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

800 518 145

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
500/2500 Line Card (250338T2) (QFC60)	...	1
SL-1 Line Card (250310T8) (QFC61)		1
SL-1A Northern Telecom System #05037012		1
002300T9 Terminal Printer LA34-DA		1
002301T7 Terminal infeed LAX34-AL		1
002302T5 Terminal Paper Out LAX34-PL		1
002304T1 Terminal EIA Cable LA12X-CL		1
002305T9 Terminal Ribbon for LA34-DA		1
25010T8 SL1 QPC61B SL1 Line Non-Prod		1
270121T5 SL1 Set		5
469012T5 Headset Applique Unit (EGE68416)		1
200 Ft Cable Line		
254782A7 QKN1 Headset Jack		5
Tapes 505 6.0		3
Options 20		1
Options 22		1

Equipment Location: Federal Express Corporation  
 42nd Street  
 New York, NY

.This FINANCING STATEMENT covers the following types or items of property:  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
follows:

BOOK 513 TAB 145

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
270138T0 QSU3 SL-1 Digit Display Set		1
250310T8 QPC61 SL-1 Line Card		2
20120551 Cable 25PR 246A House Cable B&D		75
77114158 Block 66M150 50-PR Connecting BLC		3
72102456 Bracket 89B Mount Bracket F/66M150		3
620512T1 Bridging Clip		150
20120953 Cable 100 pr. 24 ga B&D		1000 ft.
SL-LM Northern Telecom Telephone System		1
Modem Eliminator MER-180 (40-236)		2
250310T8 QPC 61 Cards		4
276722T5 QSU3 SL-1 Digit Display Set		1
270121T5 SL-1		1
247691T7 10 Button Modem		11
547121T9 24 V Transformer		

Equipment Location: Federal Express Corporation  
5550 Tech Center  
Colorado Springs, CO 80901

.This FINANCING STATEMENT covers the following types or items of property:  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
follows:

800 518 147

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1A Northern Telecom Telephone System #1103700)		1

Equipment Location: Federal Express Corporation  
400 Park Boulevard  
Itasca, IL 60143

300 518 148

269853

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)  
JOHN RICHARD SWANN  
4747-F FLANDERS LANE  
HARWOOD, MD. 20776

2 Secured Party(ies) Name(s) and Address(es)  
JOY REAL ESTATE  
6500 OLD BRANCH AVE.  
TEMPLE HILLS, MD. 20784

3  The Debtor is a transmitting utility  
4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property  
1971 OLYMPIA 12098

65 X 12 OLYMPIA Rooms  
To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.

6 Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401  
7/24/87  
OK

Products of the Collateral are also covered

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 whose Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

JOHN RICHARD SWANN

ELIZABETH CARLA SWANN

Signature(s) of Debtor(s)

Crescent Financial, Inc.

Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83)

(1) Filing Officer Copy - Numerical

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania



STATE OF MARYLAND

BOOK 513 PAGE 150

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 18372 C345

RECORDED IN LIBER book 513 FOLIO pg 287 ON June 12, 1987 (DATE)

1. DEBTOR

Name Chesapeake Pizza, Inc.

Address 105 Mayo Road, Edgewater, MD 21401

2. SECURED PARTY

Name Manufacturers National Bank of Detroit

Address 29201 Telegraph Rd., 2nd Floor/Regional Banking Division, Southfield, MI 48034

RECORD FEE 10.00

#079870 C345 R01 T15:04

09/24/87

ul

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Amend to Add: lever waste, overhead sprayer w/add on faucet, 3 tri phase ovens w/base, wall shelf, regular, Adv. 3' counter w/o undershelf, service sink and faucet, mop hanger, hose hanger, 5" table slash, 6" right hand ultimate, md hanger.</p>	

Chesapeake Pizza, Inc.

Dated James M. Dugan

[Signature]  
(Signature of Secured Party)

Manufacturers National Bank of Detroit

Type or Print Above Name on Above Line

Filed w/ Anne Arundel, MD  
County

STATE OF MARYLAND

FINANCING STATEMENT

269855

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK  
Purchase Money Security Agreement - Not

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Handex of Maryland, Inc.

Address 360 Morgan Road, P.O. Box 522, Odenton, MD 21113

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One New Caterpillar V50D Lift Truck  
S/N 3ECO2684

And substitutions, replacements, additions, and accessions thereto, now owned or hereafter acquired, and proceeds thereof.

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#090170 0345 R01 715:23

09/24/87

*at*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handex of Maryland, Inc.

J. Christopher Holt  
(Signature of Debtor)

SECRETARY & TREASURER  
Title:  
Type or Print Above Name on Above Line

(Signature of Debtor)

J. Christopher Holt  
Secretary & Treasurer

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

Nancy Sweet SDA  
(Signature of Secured Party)

Nancy Sweet, SDA

Type or Print Above Signature on Above Line

11-50

518 151

Signature

BOOK 518 PAGE 152

269856

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Seligman & Latz, Inc., General Partner of S & L Acquisition Co., 521 Fifth Avenue New York, New York 10175 CONSIGNEE	2 Secured Party(ies) and Address(es) AMERICAN GEMSMITHS, INC., L.P. 609 Fifth Avenue New York, New York 10017 CONSIGNOR	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #060330 0345 R01 T15145
---	---	---

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached

09/24/87  
OK

Check  if covered:  Products of Collateral are also covered No. of additional sheets presented: 1

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)  
SELIGMAN & LATZ, INC., GENERAL PARTNER OF AMERICAN GEMSMITHS, INC., CONSIGNOR  
S & L ACQUISITION CO., L.P., CONSIGNEE

By: *[Signature]* Signature(s) of Debtor(s) By: *[Signature]* Signature(s) of Secured Party(ies)  
Robert Lowenstein, Executive Vice-President Hans Clapper, President

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
anderson publishing co. cincinnati, ohio 45201

EXHIBIT A

Jewelry, inventory and related items consigned to Consignee, for sale at its locations in stores of Hutzler Brothers Company listed below, by Consignor, American Gemsmiths, Inc. pursuant to a Consignment Agreement executed on or about May 26, 1987 between Consignor and Consignee. Ownership of and title to the items/property consigned belongs to and shall remain at all times in Consignor, American Gemsmiths, Inc.

Locations

Palace Store  
200 North Howard Street  
Baltimore, Maryland 21201

Towson Store  
Dulaney Valley & Joppa Roads  
Towson, Maryland 21204

Westview Store  
5840 Baltimore National Pike  
Baltimore, Maryland 21228

Eastpoint Store  
7835 Eastern Avenue  
Baltimore, Maryland 21224

White Marsh Store  
8200 Perry Hall Boulevard  
Baltimore, Maryland 21236

Harford Mall Store  
698 Belair Road  
Belair, Maryland 21014

Harundale Store  
100 Harundale Mall  
Glen Burnie, Maryland 21061

Security Square Mall Store  
6901 Security Boulevard  
Baltimore, Maryland 21207

518 154

269857

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> S & L Acquisition Co., L.P. 521 Fifth Avenue New York, New York 10175 CONSIGNEE	<b>2 Secured Party(ies) and Address(es)</b> AMERICAN GEMSMITHS, INC. 609 Fifth Avenue New York, New York 10017 CONSIGNOR	<b>3 For Filing Officer (Date, Time, Number, and Filing Office)</b>
--	--	---

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached

RECORD FEE 11.00 -  
 POSTAGE .00  
 #020340 0345 R01 T15:48  
 09/24/87  
 POSTAGE .50  
 #080350 0345 R01 T15:48  
 09/24/87

Check  if covered:  Products of Collateral are also covered No. of additional sheets presented: 1

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland  
 (USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

S & L ACQUISITION CO., L.P., CONSIGNEE AMERICAN GEMSMITHS, INC., CONSIGNOR  
 By: *[Signature]* Signature(s) of Debtor(s) By: *[Signature]* Signature(s) of Secured Party(ies)  
 Robert Lowenstein, Executive Vice-President Hans Clapper, President

Filing Office Copy—Alphabetical  
 STANDARD FORM -  
 UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
 approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
 anderson publishing co. cincinnati, ohio 45201  
 (Reprinted 12/86)

EXHIBIT A

Jewelry, inventory and related items consigned to Consignee, for sale at its locations in stores of Hutzler Brothers Company listed below, by Consignor, American Gemsmiths, Inc. pursuant to a Consignment Agreement executed on or about May 26, 1987 between Consignor and Consignee. Ownership of and title to the items/property consigned belongs to and shall remain at all times in Consignor, American Gemsmiths, Inc.

Locations

Palace Store  
200 North Howard Street  
Baltimore, Maryland 21201

Towson Store  
Dulaney Valley & Joppa Roads  
Towson, Maryland 21204

Westview Store  
5840 Baltimore National Pike  
Baltimore, Maryland 21228

Eastpoint Store  
7835 Eastern Avenue  
Baltimore, Maryland 21224

White Marsh Store  
8200 Perry Hall Boulevard  
Baltimore, Maryland 21236

Harford Mall Store  
698 Belair Road  
Belair, Maryland 21014

Harundale Store  
100 Harundale Mall  
Glen Burnie, Maryland 21061

Security Square Mall Store  
6901 Security Boulevard  
Baltimore, Maryland 21207

518 PAGE 156

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 269858

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harrison Yacht Sales, Inc.  
Address Rt. 50, Box 535 B-1, Grasonville, MD 21638

2. SECURED PARTY

Name Farmers National Bank of Maryland  
Address 5 Church Circle, Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#049100 C237 R02 T08:49  
09/25/87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Shall be inventory from time to time of all new and used yachts and boats, including but not limited to Carver Boats, together with all rigging, anchors, tackle, boats electronic equipment, and all other necessities, thereunto appertaining and belonging now or hereafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above-described equipment and necessities together with all cash and non-cash proceeds and products.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Harrison Yachts Sales, Inc.  
BY: David E. Harrison  
(Signature of Debtor)

David E. Harrison, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Frank T. Lowman, III  
(Signature of Secured Party)

Frank T. Lowman, III  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

269869

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.S.V.P., Inc.  
Address 1190 Winterson Rd. Suite 170 Linthicum, MD 21090

2. SECURED PARTY

Name Credit Alliance Corporation  
Address 100 Dutch Hill Rd. Suite 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Equipment Cost: \$2545.97  
Tax Amount: \$21.00

RECORD FEE 13.00

RECORD TAX 21.00

POSTAGE .50

#081020 0345 R01 T10#15

09/25/87

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HERE/FTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH, THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(SEE ATTACHED)

(Signature of Debtor)

R.S.V.P., INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)

(Signature of Secured Party)

CREDIT ALLIANCE CORPORATION

Type or Print Above Signature on Above Line

# ca LEASING SERVICE CORPORATION (the "LESSOR")

269870

DIVISION OF CREDIT ALLIANCE CORPORATION

370 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021  
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608  
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341  
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018  
 P.O. BOX 66, PELL PLAZA • ORANGEBURG, NEW YORK 10962

Telephone: 212-421-3600  
 Telephone: 415-654-8615  
 Telephone: 404-458-9211  
 Telephone: 312-298-5880  
 Telephone: 914-359-8111

LEASE NO. 71216

BOOK 518 PAGE 159

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

R.S.V.P. INC.  
 1190 Winterson Rd Suite 170  
 Linthicum, MD 21090

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Consolidated Photocopy  
 1415 K Street N.W.  
 Washington, D.C. 20005

Compu-Phone  
 7945 Mscarthur Blvd  
 Cabin John, MD 20818

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1	Toshiba 4121 Copier
1	Toshiba Strata VI Telephone System w/ a Key service unit, 5-16 Button Telephones
	1 Ten Button Speaker Phone and 1 Background Tuner

LOCATION OF EQUIPMENT: STREET ADDRESS

FOR INITIAL TERM OF THIS LEASE		AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	RENEWAL RENT
\$ 267.67 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	24	\$ 535.34 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	\$ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>
		INITIAL TERM OF LEASE (NO. OF MONTHS) 24	

### Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof therein called "equipment" which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments, if Actual Cost differs from the estimated cost by more than ten percent thereof. Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangeburg  
 DATE: 8/7/87

ca LEASING SERVICE CORPORATION

BY: Christa Pence VICE PRESIDENT

DATE EXECUTED BY LESSEE:

LESSEE: R.S.V.P. INC. FULL LEGAL NAME

BY: Robert Y. Pence AUTHORIZED SIGNATURE TITLE

BY: Christa Pence AUTHORIZED SIGNATURE TITLE

CHRISTA PENCE

LEASE COPY

BOOK 518 PAGE 159

for the state where accepted by Lessee, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment and during more than thirty days prior to the first commencement date, Lessor will pay Lessor an additional rent along with the first rent payment due after the first commencement date an amount equal to 1% of such first rent for each day from the date of payment to the first commencement date, except that such additional rent would not be permitted by applicable law, in which event such additional rent shall be the maximum permitted by law.

10. Lessor may, but shall not be obligated, to agree any additional rent herein during any period of Lessee nonpayment, in which event Lessor shall promptly advise the amount due to the full amount specified herein. Any additional rent shall be paid by Lessee without charge for interest and may be collected by Lessor, in its sole discretion, against the unexpired term of the lease and hereunder in the course of or after the expiration of the term hereof, but Lessor shall not be obligated to do so.

11. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessor's obligations to Lessee, and the lease term is a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent as specified by giving Lessor written notice of renewal at least thirty days prior to the expiration of the initial or any renewal term, and payment along with such notice of the Renewal Rent amount. If this lease term is renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof that it Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements in a jurisdiction having a public financing statement.

12. Unless Lessee gives Lessor, written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessor and Lessee, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease, unless Lessee notifies Lessor of a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish signed inspection statements satisfactory to Lessor in form, preparation and content.

13. Lessee shall use equipment in a care for manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be returned and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

14. If Lessor supplies Lessee with items stating that equipment is provided by Lessor, Lessee shall affix and keep on file a prominent placard on each item of equipment. Lessee's liability, limited to the cost of more financing statements and may sign same as agent and attorney in fact for Lessor. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. An alteration and improvement made to equipment shall belong to Lessor. Upon the expiration or termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it to Lessor, at its sole expense, as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will insure, at its expense and at the expense of the equipment in any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the proceeds thereof shall remain in effect and bind Lessee with such return of equipment.

15. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatsoever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall, at Lessee's expense, replace same with like equipment in good repair, or shall pay Lessor in cash all of the following: (a) all amounts then due and payable by Lessee to Lessor under this lease, (b) an amount equal to twenty percent of the cost of said item, and (c) the unpaid balance of the Total Rent for the initial term of this lease attributable to such item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest or profit may then have in said item, in the then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts mentioned in and hereunder shall be the fair value of said item on the date of such loss, theft, damage or destruction.

16. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor and not less than the Total Rent payable hereunder, with limits payable to Lessor. Each party shall be deemed to have agreed to provide such insurance as to Lessor and its agents shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of such insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor or Lessor's attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of such insurance, Lessor may, at any time, with or without exhausting any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all amounts, sums, property, deposits, accounts, reserves, benefits, notes, mortgages or checks coming to Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessor for deposit, negotiation, deposit or collection. Such application may be made and/or any notice sent to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or in whole to any of Lessee's obligations to Lessor as long as Lessor is not otherwise notified in writing. If Lessee fails to provide and maintain insurance as herein provided or to pay any charges in taxes, Lessee shall have the right, but shall not be obligated, to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability personal injury and property damage or bodily injury liability insurance.

17. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, whether in connection with the equipment, its manufacture, selection, purchase, delivery, possession, maintenance, loading, unloading, operation, use, operation and/or return and the recovery of same under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes, state and federal, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. This obligation of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor, a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether already owing to Lessor or acquired by Lessor through one or more assignments.

18. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or its subject or kind equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees, Lessor and its agents may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignment and/or mortgage shall have effect if the rights and/or the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, contract claim, or set-off that Lessee may have against Lessor subject to the foregoing. This lease shall be the benefit of and be binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

19. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1% of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Lessee hereby irrevocably authorizes any attorney in fact of record to appear for and conduct judgment against Lessee in any jurisdiction where such action is not permitted by law for an unpaid amount due hereunder, plus expenses and 15% added for attorney's fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all attachments, stay or exemption laws then in force.

20. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within ten days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, any one or more of the foregoing being a default hereunder then, or until to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the option of Lessor and Lessor may, at its option, (a) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such taking) wherever same may be located with all additions and accessories, but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate automatically and Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full and Lessor may retain all payments of rent and to retain the equipment, until the full amount of unpaid Total Rent plus 20% of the Annual Cost to the unpaid balance of Total Rent, in its own right, equipment and attempt to raise or raise of same (paying 20% of the reasonable rental value of the equipment, as determined by Lessor for the unexpired initial term hereof) to the unpaid balance of Total Rent; Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above; (b) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (c) pursue any other remedy, at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessee may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.

21. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one address is named in this lease, the liability of each hereunder shall be joint and several.

22. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity not be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No notice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herebelow, hereby jointly and severally designate and appoint Stuart B. Glueck, Esquire, New York, New York and C.A. Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney in fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction where it may be sought, to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

23. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessee. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms hereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

*Robert L. Pence* (L.S.) \_\_\_\_\_ (L.S.)  
**ROBERT L. PENCE** (Guarantor) \_\_\_\_\_ (Guarantor)  
*Christina Pence* (L.S.) \_\_\_\_\_ (L.S.)  
**CHRISTINA PENCE** (Guarantor) \_\_\_\_\_ (Guarantor)

WITNESSES

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No. **269871**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>BARBER, R.W. &amp; SONS 655 Governors Bridge Rd. Davidsonville, MD 21035</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 12.00

5. This transaction is exempt from the recordation tax. (Md.)

#091130 0345 R01 T10:21

6. Return to: Secured Party (Md.)

09/25/87

JA

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

R.W. BARBER & SONS  
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: Robert W. Barber Sr. (SEAL)  
Robert W. Barber Sr. Owner

By: John J. Mulkey  
John J. Mulkey (Vice President/Treasurer)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Date Signed by Debtor) 19\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA. Inventory

12-

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the-making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

191  
PAGE 161  
518

518 FILE 102

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Viking Energy Corp. 205 Najoles Road, PO Box 6 Millersville, MD 21108 Ann Arundel County	2 Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

This statement refers to original Financing Statement No. 96310 Liber 487 Page 043 Dated July 23 #257418, 19 85

A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input checked="" type="checkbox"/>	D. Other: <input type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan  
2776 CR 69  
Gibsonburg, OH 43431

RECORD FEE 10.00  
#081140 C345 R01 T10:22  
09/25/87  
JA

Note #960 - LP Storage Tanks

By: \_\_\_\_\_ Chemi-Trol Chemical Co.  
 Signature(s) of Debtor(s)  
 Dated: August 24, 1987, \_\_\_\_\_  
 Secretary (Signature of Secured Party)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

BOOK 518 PAGE 163

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County	2 Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

This statement refers to original Financing Statement No. 14674 Liber 486, Page 65 Dated June 12 256968, 19 85

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/>
---	--	---	------------------------------------

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan  
2776 CR 69  
Gibsonburg, OH 43431  
Note #959 LP Storage Tanks

RECORD FEE 10.00  
#081190 C345 R01 T10:24  
09/25/87  
JA

By: \_\_\_\_\_ Signature(s) of Debtor(s)  
Dated: August 24, 1987

By: Engle M. Krump Secretary  
Chemi-Trol Chemical Co.  
(Signature of Secured Party)

Filing Officer Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-3

Revised 4/79

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER ~~505~~ FOLIO \_\_\_\_\_ ON ~~11/25/86~~ (DATE)

1. DEBTOR

Name Major Vend., Inc.

Address 1548 Lodge Pole Court, Annapolis, Md 21401

RECORD FEE 10.00

2. SECURED PARTY

Name Great Northern Funding Corporation

POSTAGE .50

Address 11500 Rockfield Court, Cincinnati, Ohio 45241

#091200 C345 R01 T10125

09/25/87  
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned to: 1st National Bank of Cincinnati 5th &amp; Walnut STS. Cinti. OH 45202</p>	

Dated 5-28-87

(Signature of Secured Party)

David W. Sloan  
Great Northern Funding Corporation  
Type or Print Above Name on Above Line

10-150

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 518 FILE 165

Identifying File No. 269873

CMOS  
AA CMY  
11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

RECORD FEE 11.00

2. SECURED PARTY

Name First Maryland Leasecorp

POSTAGE .50

Address 110 S. Paca Street, Baltimore, Maryland 21201

#081220 0345 R01 T10#26

09/25/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing:

One (1) new 1987 International Model 1853 school bus, s/n 1HVLPUXP7HH502109 with a 66 passenger Thomas school bus body. One (1) new 1987 Thomas Saf-T-Liner Model 3645S 12 row school bus, s/n 1T7B3H702H12H1211259.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers' Bus Service, Inc.

William J. Hubers Pres  
(Signature of Debtor)

William J. Hubers  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

George V. Bryson  
(Signature of Secured Party)

George V. Bryson  
Type or Print Above Signature on Above Line

11/50

BOOK 518 PAGE 160

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>Larkin Electric Co., Inc. 1021 Dorsey Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland P.O. Box 17063 Baltimore, Maryland 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 264985 Date 12-3-86, 19    

Record Reference liber 505 folio 548

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Principal amount of debt has been increased to \$159,500. New debt is exempt from recordation taxes since advancing against receivables.

RECORD FEE 10.00  
POSTAGE .50  
#081280 0345 R01 T10\*30  
09/25/87  
AS

Dated this 24th day of August, 19 87

DEBTOR:  
LARKIN ELECTRIC CO., INC.  
By: J. D. Larkin (Title)  
Jeffrey D. Larkin

SECURED PARTY:  
Signet Bank/Maryland  
By: Paul R. Lenhart (Title)  
Paul R. Lenhart, Vice President

UCC-5

1050

BOOK 518 PAGE 187

269875

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. Name of Debtor(s) (or Assignor) and address:  
Baltimore Clay Product Co., Inc.  
1739 Nursery Road  
Linthicum Heights, Maryland 21090
- 2. Name of Secured Party and address:  
GiGi Partnership  
13111 Linden Church Road  
Clarksville, Maryland 21029

- 3. Name of Assignee and address:  
Equitable Bank, National Association  
100 S. Charles Street  
Baltimore, Maryland 21201

- 4. This Financing Statement covers the following types (or items) of property:  
Attn: Colleen Jurak, Documentation Assistant

All of the equipment of each Debtor described below, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

EQUIPMENT: Beamline, 5-Press "Retrofit", Serial #YA3459729  
Gear Rack Machine Comp., Serial #YD18664000001

- 5. Check the statements which apply, if any, and supply the information indicated:

The underlying secured transaction is not subject to recordation tax This filing is made to give notice of Lessor's ownership in the leased property; it is not intended as a Security Interest.

The underlying secured transaction is subject to recordation tax on the principal amount of \$.....

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

RECORD FEE 11.00

POSTAGE .50

(If Collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

09/25/87

JA

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of collateral are covered). Products of the Collateral are also covered.

Debtor(s): Baltimore Clay Product Co., Inc. Secured Party: GiGi Partnership

By: [Signature]  
James M. Gilliece, Jr., President

By: [Signature]  
Steve W. Gilliece, Secretary/Treasurer

By: [Signature]  
(Authorized Signature) Steve W. Gilliece,  
General Partner  
By: [Signature]  
(Type Name and Title) James M. Gilliece, Jr.,  
General Partner

Dated: 9/9/87, 19.....

(Note: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to the Assignee in #3)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

1150

269876

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Biddinger & Jordan, Inc. 191 Inverness Road Serverna Park, MD 21046  M-30798A	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #081320 0345 R01 710:32 09/25/87 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) Associates Commercial Corp. 8002 Discovery Drive Richmond, VA 23229	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #953LGP Loader S/N 20Z00791

NOT SUBJECT TO RECORDATION TAX (AA)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) \_\_\_\_\_ Secured Party(ies) [or Assignees] \_\_\_\_\_

~~XXXXXXXX~~ Biddinger & Jordan, Inc.  
Conrad Biddinger, Pres  
(By) *Conrad Biddinger*  
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

Alban Tractor Co., Inc.  
(By) *Mark N. White*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9 402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

BOOK 518 PAGE 109

269877

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Jeffrey C. Schmidlein, M.D. 302 Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) Affiliated Capital Corp. 707 Skokie Boulevard Northbrook, IL 60062	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property S71974A71580A		RECORD FEE 13.00 POSTAGE .50 #081380 0345 R01 T10434 09/25/87
(1) Multi-Spiro SA-100 Spirometer, SN 12-66 (1) 3 Liter Syringe		5. Assignee(s) of Secured Party and Address(es) Deerfield Federal Savings & Loan 745 Deerfield Road Deerfield, IL 60015

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with Clerk of Circuit Court, Anne Arundel County, P.O. Box 71, Annapolis, MD 21404

See attached lease page for \_\_\_\_\_ Affiliated Capital Corp.

By debtor's original signature. \_\_\_\_\_ By *J. Schimidlein* \_\_\_\_\_  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

1350 STANDARD FORM - FORM UCC-1.

# Affiliated Capital



## LESSOR

Affiliated Capital Corp.  
707 Skokie Boulevard  
Northbrook, IL 60062  
1-800-323-5007  
(312) 564-5180

BOOK 518 PAGE 170

## LEASE Office Use Only

No. **S71974A71580A**

Refer to Above No. On All Correspondence

### NAME AND ADDRESS OF LESSEE:

Jeffrey C. Schmidlein, M.D.  
302 Ritchie Highway  
Severna Park, MD 21146

### NAME AND ADDRESS OF SUPPLIER:

Diagnostic Systems  
2102 Carriage Square Place  
Silver Spring, MD 20906

Contact: M. E. Cummings Phone # 301-544-2225 Salesperson: Bill Delashmutt Phone #301-598-7131

Quantity	Description of Leased Equipment (include model and serial numbers)	Price
(1)	Multi-Spiro SA-100 Spirometer, SN 12-66	\$3,600.00
(1)	3 Liter Syringe	350.00
		<b>Sales Tax 197.50</b>
		<b>Other</b>
		<b>TOTAL \$4,147.50</b>

### SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment
9-10-87	9-10-87	36	\$157.19
<small>Office Use Only</small>		<small>No. of Months</small>	

### SCHEDULE OF RENEWAL TERMS

\$157.19 Payable Annually In Advance

### Special Terms and Conditions:

### TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR hereby leases to the above named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT.** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in anyway affect the LESSEE'S duty to pay all rents due and perform all obligations as set forth in this Lease.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state or local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to LESSEE shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date 9/10/87  
*Linda Schwaneck*  
Linda Schwaneck  
Affiliated Capital Corp. (Authorized Officer)  
Office Use Only

Date 8/27/87  
Jeffrey C. Schmidlein, M.D.  
Name of Lessee  
*Jeffrey C. Schmidlein*  
Jeffrey C. Schmidlein  
Signature Title

**THIS IS A NON-CANCELLABLE LEASE**

**ORIGINAL SIGNATURE REQUIRED ON ALL PAGES**

LEASE COPY 2



518 172

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
GENERAL AUTOMATION, INC.  
1055 South East Street  
Anaheim, CA 92805

2. Secured Party(ies) and address(es)  
BRACON CORPORATION  
100 Spear Street-10th Fl.  
San Francisco, CA 94102

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#081390 0345 R01 710436

4. This statement refers to original Financing Statement bearing File No. 240909  
Filed with Clerk, Circuit Court, Anne Arundel Cty. - MD Date Filed 12/21/81 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

BRACON CORPORATION  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 518 REC 173

Identifying File No. 269879

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Homer Dale Duncan

Address 222 Old Magothy Bridge Road, Pasadena, Md. 21122

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway, Upper Marlboro, Md. 20772

J.I. Case Credit Corp. - 5790 Widewaters Parkway, Syracuse, N.Y. 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) New 1987 Case Model  
580K 4 Wheel Drive  
Tractor Ldr/Hoe  
Serial #17418867

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 4091440 6745 R01 T11409

09/25/87

SA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

Homer Dale Duncan  
(Signature of Debtor)

Homer Dale Duncan  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Jay Williams  
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 518 PAGE 174

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 90001096

RECORDED IN LIBER 478 FOLIO 193 ON 09/27/84 (DATE)

1. DEBTOR

Name TRANS AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste.200B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>
<p>1 (One) LS-2000 Estimating System S/N 0050 with 1 (One) DS-180 Printer S/N 40157</p>	

RECORD FEE 10.00  
POSTAGE .50  
#081650 0345 R01 T11:11  
09/25/87  
JA

Dated September 21, 1987

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey - Executive Vice President  
Type or Print Above Name on Above Line

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 269880

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 6/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles F. & Lillian H. Reed

Address 8420 Forest Dr., Pasadena, Md. 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

RECORD FEE 12.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#081650 (345 R01 T11:11

09/25/87

3. Maturity date of obligation (if any) 1994

4. This financing statement covers the following types (or items) of property: (list)

12 X 20 KAYAK Award Winning Pool

Above ground swimming pool and all attached thereto

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 8420 Forest Dr., Pasadena, Md. 21122

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles F. Reed  
(Signature of Debtor)

Charles F. Reed  
Type or Print Above Signature on Above Line

Lillian H. Reed  
(Signature of Debtor)

Lillian H. Reed  
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

BOOK 518 PAGE 176

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 269881

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/1/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brian L. Feeheley

Address 9 Greenwood Ave., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

RECORD FEE 11.00

4081670 0345 R01 T11:12

Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/25/87

3. Maturity date of obligation (if any) Aug. 15, 1987

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - 12 X 20 above ground and all attached thereto

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 9 Greenwood Ave., Glen Burnie, Maryland 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brian L. Feeheley 7-27-87  
(Signature of Debtor)

Brian L. Feeheley  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269882

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR File Number \_\_\_\_\_ Folio Number \_\_\_\_\_ Liber Number \_\_\_\_\_

Name Lad-e Enterprises, Inc.

Address 11 D Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50

#081710 C345 R01 T11:15

3. Maturity date of obligation (if any) \_\_\_\_\_

09/25/87  
JA

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

(Proceeds of collateral are also covered)

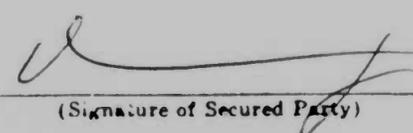
(Products of collateral are also covered)

  
\_\_\_\_\_  
(Signature of Debtor)

Lad-e Enterprises, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

  
\_\_\_\_\_  
(Signature of Secured Party)

D.R. Williams Credit & Collections Manager  
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT *518* *178*

269883

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Sept 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kelly Chiropractic Center, PA  
Address 1887 Ritchie Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank Russell R. Till  
Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Sperry IT 73 Computer # 201032  
Taxan 635 Monitor #000306  
Okidata 294 Printer # 011845

RECORD FEE 12.00

POSTAGE .50

#091720 0345 R01 T11:15

09/25/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kelly Chiropractic Center, PA by Diane S. Kelly, President

Diane S. Kelly  
(Signature of Debtor)

Kelly Chiropractic Center, PA  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Russell R. Till  
(Signature of Secured Party)

Farmers National Bank, by Russell R. Till  
Type or Print Above Signature on Above Line

BOOK 518 PAGE 179

PP 02 7-10-87  
RECEIVED  
S/P

MARYLAND FINANCING STATEMENT

269887

UCC-1

- Not Subject to Recordation Tax - Conditional Sale Contract
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: CHERRY HILL CONSTRUCTION, INC. (Name or Names)  
8170 MISSION ROAD (Address) JESSUP, MARYLAND 20794

DEBTOR: \_\_\_\_\_ (Name or Names)  
 \_\_\_\_\_ (Address)

2. SECURED PARTY: DON CARTER EQUIPMENT SALES (Name or Names)  
4506 IDA COURT (Address) LaBELLE, FLORIDA 33935

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND (Name or Names)  
P. O. BOX 22497 (Address) BALTIMORE, MARYLAND 21203

4. This Financing Statement covers the following types (or items) of property:  
 Two (2) 1986 Caterpillar Wheel Tractor Scrapers model 627B serial numbers 15S1743 and 15S1762.

RECORD FEE 11.00  
 POSTAGE .50  
 #081730 0345 R01 T11416  
 09/25/87

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
CHERRY HILL CONSTRUCTION, INC.  
 By: [Signature] (Type or print name of person signing)  
 \_\_\_\_\_ (Title)

SECURED PARTY:  
DON CARTER EQUIPMENT SALES  
 By: [Signature] (Type or print name of person signing)  
DON CARTER

By: \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND  
P. O. BOX 22497 T0508  
BALTIMORE, MARYLAND 21203

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MD  
Address 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 5/20/86, Schedule # 02, dated 8/17/87 between Assignor as Lessor and LEASE ACCOUNT # 680250 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated September 14, 1987 between Assignor and Assignee:

See attached equipment list

RECORD FEE 11.00  
POSTAGE .50

#091740 C345 R01 T11:17

09/25/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

SIGNET BANK/MD

*John Tuccitto*  
(Signature of Secured Party)

(Signature of Secured Party)

John Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed with State of Maryland

BOOK 518 PAGE 181

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	RX205 Central Station Computer
1 (one)	229-1 Super Device Adapter
1 (one)	RX388-5 Mini Port
5 (five)	RX310-A1 Terminal
1 (one)	OKML294 Okidata Printer
1 (one)	OKML192S Okidata Printer
1 (one)	RXRECAP Operating System
1 (one)	RX1DOL Idol Data Base Management System
1 (one)	Accounting, Job Cost, Onword Word Processing
2 (two)	RX185 Printer Stands
5 (five)	Cartridges
1 (one)	New Hi-Speed Press, S/N 7625, Style "D" with paper wipe parts
1 (one)	Extra M-951 Counterblock Slide
1 (one)	Telestacker Drier, Style A, S/N T-486238-A

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Danos  
TITLE: Ex VP

SIGNET BANK/MD

BY: John H. [Signature]  
TITLE: \_\_\_\_\_

BOS02

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 518 FILE 182

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 269886

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/18/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUSSELL R. DWYER, INC.

Address P.O. BOX 8 PASADENA MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

DITCH WITCH TRENCHER  
BACKHOE

RECORD FEE 12.00

POSTAGE .50

#081750 C345 R01 T11:18

09/25/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RUSSELL R. DWYER, INC.

BY: [Signature]  
(Signature of Debtor)

RUSSELL DWYER, PRESIDENT  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Sue Dwyer, Secretary - Treas.  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Earl G. Walter - Executive Vice Pres.  
Type or Print Above Signature on Above Line

518 PAGE 183

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 509 Page No. 165  
Identification No. 19014 Dated February 19, 1987

1. Debtor(s) { Sulin Enterprises, Ltd.  
Name or Names—Print or Type  
{ 1133 Greenwood Road Pikesville Maryland 21208  
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association  
Name or Names—Print or Type  
{ 3725 Old Court Road Baltimore Maryland 21208  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#009630 0345 R04 T11122

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

09/25/87  
JA

BEING KNOWN AND DESIGNATED AS Lot No. 62, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: August 19, 1987 Yorkridge-Calvert Savings & Loan Association  
Name of Secured Party  
Bonita L. Taylor  
Signature of Secured Party  
Bonita L. Taylor Assistant Vice President  
Type or Print (Include Title if Company)

Local Bus. Form T-1

mail to:  
FREE STATE TITLE & ESCROW, INC.  
596 Benfield Road  
Severna Park, Maryland 21146

10  
5

STATE OF MARYLAND

AAC

BOOK 518 PAGE 184

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 514 FOLIO 57 ON June 30, 1987 (DATE)

131277  
NDS  
LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202  
10-50

1. DEBTOR

Name The Laurel East Motel, A Limited Partnership

Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company

Address 4321 Donlyn Court, Columbus, OHio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 1992

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>ASSIGNED TO: <u>EQUITABLE BANK, N.A.</u>  <u>100 South Charles Street</u>  <u>Baltimore, Maryland 21021-2791</u></p>	

RECORD FEE 10.00  
POSTAGE .50  
#050460 0055 R02 T15:24  
09/25/87  
JA

Dated September 8, 1987

CARDINAL INDUSTRIES MORTGAGE COMPANY

(Signature of Secured Party)

Earl C. Blinn, President  
Type or Print Above Name on Above Line

STATE OF MARYLAND

AACo

BOOK 518 PAGE 185

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 514 FOLIO 127 ON June 30, 1987 (DATE)

1. DEBTOR

Name The Laurel East Motel, A Limited Partnership  
Address 2040 South Hamilton Road, Columbus, Ohio

2. SECURED PARTY

Name Cardinal Industries Mortgage Company  
Address 4321 Donlyn Court, Columbus, Ohio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 1992

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#050470 0055 R02 T15:24  
09/25/87

100/50

Dated September 8, 1987

Bryan R. Portz, V.P.  
(Signature of Secured Party)  
Bryan R. Portz, Vice President  
Type or Print Above Name on Above Line

262249

BOOK 518 PAGE 186

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 9/11/97 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AAA DATA PROCESSING  
Address 2411 Crofton LA #23

2. SECURED PARTY

Name HOPKINS LEASING corp.  
Address 200 Hilton Plaza Baltimore, MD 21208

RECORD FEE 11.00

Person And Address To Whom Statement Is To Be Returned If Different From Above #082110 0345 R01 T13:56

3. Maturity date of obligation (if any) N/A

09/25/87  
JA

4. This financing statement covers the following types (or items) of property: (list)

One (1) BD5620 Toshiba Copier with Stand  
Serial number: WJ621370

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John J. Mulligan  
(Signature of Debtor)

JOHN J. MULLIGAN  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

PU  
12/20/97

BOOK 518 PAGE 187

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 6/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clarence & Beverley Houghton Langston  
Address 1425 Houghton Rd. Glen Burnie, Md 21061

2. SECURED PARTY

Name Kayak Manufacturing Corp.  
Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8/1595

4. This financing statement covers the following types (or items) of property: (list)

12' x 20' KAYAK AWARD WINNING POOL  
with 8' x 16' party deck

Above ground swimming pool and all attached thereto

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Properly located at 1425 Houghton Rd., Glen Burnie, Maryland 21061

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 12.00

POSTAGE .50

#082150 0345 R01 T13:59

09/25/87

JK

Beverly Langston  
(Signature of Debtor)

Beverly Langston  
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Clarence Langston  
(Signature of Debtor)

Clarence Langston  
Type or Print Above Signature on Above Line

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

128

STATE OF MARYLAND

BOOK 518 PAGE 188

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260051

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/19/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael R. Burke

Address 1303 Whitman Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie

Address 101 Crain Highway, SE, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts receivable, instruments, documents chattel paper, other rights to payment, general intangibles and all assets of corporation, including but not limited to Schedule A attached.

RECORD FEE 13.00

POSTAGE .50

#080180 0345 R01 T14:06

09/25/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Michael R. Burke*  
(Signature of Debtor)

Michael R. Burke

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

*Henry L. Hein*  
(Signature of Secured Party)

Henry L. Hein, Senior Vice President

Type or Print Above Signature on Above Line

1303

SCHEDULE "A"  
LAW LOCK & SAFE SERVICE

<u>AMOUNT</u>	<u>ITEM</u>	<u>SERIAL NUMBER (if any)</u>
1	HPC Code Machine Model #1200	#5734
1	Scottsman Key Cutter Model #747X	#1249
1	HPC Silca Ten Machine Model #10	#FB3319
1	S&S Machine, Key Cutter Model FKM1	#351
1	Sagar Machine SA 500, Key Cutter	#2505
1	Ilco # 2585 Key Machine	#C-006783
1	HPC One Key Machine	#1.583
1	Ilco Slotter, Model 2585	#6950
1	ESP Key Cutter, Model 2548	#15
1	Dominion Companion Key Machine, Model 143M	#E1063
1	Curtis #15 A Code Cutters	#132439
1	Curtis #15 A Code Cutters	#132024
1	Curtis #15 A Code Cutters	#140603
1	Curtis #15 A Code Cutters	#3679
1	Curtis #15 A Code Cutters	#62867
1	Curtis #15 A Code Cutters	#140966
1	Assorted Cams & Carriages	none
1	Heavy Duty Drill, Model 53707	#0067622517
1	Milwaukee Black & Decker Heavy Duty Drill, Model 1312	#10341
1	Heavy Duty Sabre Saw	
2	Drill Jigs Kwiksot	none
1	Bore Scope, MDS Model 4002	none
1	Circular Saw, Black & Decker Model 3030	#3957
1	Sander, Model 459	#CX4

BOOK 518 PAGE 190

<u>AMOUNT</u>	<u>ITEM</u>	<u>SERIAL NUMBER (if any)</u>
1	Sawzall, Makita Model JR3000V	#106067E
1	Grinder, Milwaukee Model 6145	#198974
1	Assorted Code Books	
1	Assorted Car Opening Tools	
1	Assorted Picks	
1	Store Stock (Assorted)	
1	Truck Stock (Assorted)	

K:465309.sch

**Capital Corporate Federal Credit Union**  
 UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

BOOK **518** PAGE **191**  
**269896**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor (Name of Credit Union) Westinghouse Defense Center Federal Credit Union	2. Debtor(s) Complete Address(es) 793 Elkridge Landing Road Linthicum, Maryland 21090	
3. & 4. Secured Party and Complete Address Capital Corporate Federal Credit Union Suite 130 • 8181 Professional Place Landover, Md. 20785	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  "All of the assets of this credit union, including but not limited to personal property or fixtures including goods, documents, instruments, general intangibles, chattel paper or accounts and any proceeds from the sale of any of the foregoing."           <div style="text-align: right; font-family: monospace; font-size: small;">                     RECORD FEE 11.00                      POSTAGE .50                      #096290 0777 R01 11#42                      09/29/87                 </div>		
8a. ( ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered.		No. of additional sheets presented. ( )
Filed with Circuit Court Clerk of <u>Anne Arundel</u> County; Other _____		
9. Transaction is ( ), is not ( X ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement is to be returned after recordation to:  <div style="text-align: center; margin-left: 100px;">                     CAPITAL CORPORATE FCU                      8181 PROFESSIONAL PLACE                      SUITE 130                      LANDOVER, MARYLAND 20785                 </div>		
Signature(s) of Debtor(s)  <u>John Buchleitner</u> John Buchleitner (Treasurer)  <u>Jerome F. Dooley</u> Jerome F. Dooley (Manager)	CREDIT UNION  Signature(s) of Secured Party Capital Corporate Federal Credit Union by <u>Debra P. Connors</u> Debra P. Connors, Sr. Vice President	1150

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK  
Identifying File No. 269897

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RGI, Incorporated  
Address 5203 Leesburg Pike, Suite 300, Falls Church, VA 22041

2. SECURED PARTY

Name Quigg, Richard S.  
Address 8361 Stahlway Lane, Annandale, VA 22003

Credit Alliance Corporation/Leasing Service Corporation, P. O. Box 1680, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation/  
Leasing Service Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

EQUIPMENT TO BE LOCATED AT:

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

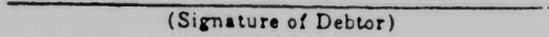
(Products of collateral are also covered)

RGI, Incorporated

  
(Signature of Debtor)

Richard S. Quigg

\_\_\_\_\_  
Type or Print Above Name on Above Line

  
(Signature of Debtor)

  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 21.00

POSTAGE .50

#086280 0777 R01 T11#42

09/29/87

JA

21.50

EQUIPMENT LEASE AGREEMENT

BOOK 518 PAGE 193

'LESSOR': Richard S. Quigg
8361 Stahlway Lane
Annandale, VA 22003

'LESSEE': RGI, Incorporated
5203 Leesburg Pike, Suite 300
Falls Church, VA 22041

On the 27th day of February, 1986, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment")...

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

See Schedule "A" attached hereto and made a part hereof for Description of Equipment.

TOTAL RENT \$ 204,848.25
ADVANCE RENT Paid Herewith \$ 8,193.93
BALANCE OF RENT \$ 196,654.32
No Purchase Option available hereunder -0-
No Renewal Option available hereunder -0-

Equipment to be located at:

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor...

the first 23 installments shall each be in the amount of \$ 8,193.93, plus any applicable sales tax, and the final installment shall be in the amount of \$ 8,193.93...

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor...

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder...

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges...

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Richard S. Quigg (SEAL)
(Print Name of LESSOR Here)

RGI, Incorporated (SEAL)
(Print Name of LESSEE Here)

By: Richard S. Quigg
(Signature and Title of Authorized Officer, Partner or Individual)

By: Richard S. Quigg
(Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary

Attest: Secretary

This instrument was prepared by

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)**

creditor or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessor hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions); Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full); Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent, or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable releasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C.A. Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1 1/2% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessor fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof, intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

\_\_\_\_\_, (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor) (Guarantor)

\_\_\_\_\_, (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor) (Guarantor)

**ASSIGNMENT TO BE EXECUTED BY LESSOR**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment, and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (Print Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Lessor

\_\_\_\_\_, (Witness) \_\_\_\_\_ (Signature; Title of Office, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 518 PAGE 195

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated February 27, 1986 between Richard S. Quigg as Seller/Lessor/Mortgagee, and RGI, Incorporated, 5203 Leesburg Pike, Suite 300, Falls Church, VA 22041

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same

We represent, warrant and agree as to said contract. We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property, it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or personal, and all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper, it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT, the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unexpired instalments stipulated in and evidenced by said contract, the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract, that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remedies received, and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 204,848.25 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of February, 1986

Richard S. Quigg (Seal) By [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CALS

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract Chattel Mortgage or Lease dated February 27, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Twenty-four (24)	Evaluator, 1600/6250		3652 3657 3661 3662 3663 3664 3665 3666 3667 3668 3669 3670 3684 3685 3686 3687 3688 3692 3671 3697 3698 3699 3707 3708
Three (3)	Magnetic Tape Cleaner		20139 20140 20141
Twenty-four (24)	Intensive Clean Feature		
Twenty-four (24)	Packing Wheel/Bot Stop		
Twenty-four (24)	Permanent Write Error		
Twenty-four (24)	Downstream Erase Function		
Twenty-four (24)	Test Through Header Label		
Twenty-four (24)	Stop on EOT Feature		
Twenty-four (24)	Clean Only Feature		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

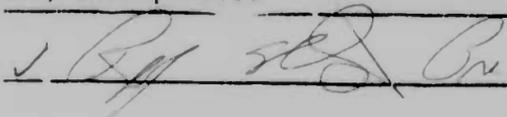
Seller, Mortgagee or Lessor:

Richard S. Quigg

By: 

Purchaser, Mortgagor or Lessee:

RGI, Incorporated

By: 

Mail to Credit Alliance Corp

ONI

E

Anne Arundel County  
Acc't 02786-0

STATE OF MARYLAND

BOOK 518 PAGE 197

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269898

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jackson, James, Sr. T/A James Jackson Landscaping  
Address 1283 Bacon Ridge Road, Crownsville, MD 21032

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy., 450 & 178, Annapolis, MD 21401  
Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Jackson, Sr.  
T/A James Jackson Landscaping

*(Signature)*  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

*(Signature)*  
(Signature of Secured Party)

*(Signature)*  
Type or Print Above Signature on Above Line

RECORD FEE 18.00

POSTAGE .50

#086270 0777 R01 T11:41

09/29/87

JA

CONDITIONAL SALE CONTRACT NOTE

James Jackson, Sr. 518 Grace 198

TO: Baldwin Service Center, Inc. (Seller)

FROM: T/A James Jackson Landscaping (Buyer)

Defense Hwy., 450 & 178, Annapolis, MD 21401 (Address of Seller)

1283 Bacon Ridge Road, Crownsville, MD 21032 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 International Harvester Tractor Model 1654, S/N 1HTLARGHXGHA44526 with Independence 16' flatbed dump body.

(1) CASH SALE PRICE	\$ 26,274.00
(2) DOWN PAYMENT in Cash	\$ 3,000.00
(3) DOWN PAYMENT in Goods* (Trade-in Allowance)	\$ -0-
(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 23,274.00
(5) INSURANCE and other Benefits	\$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	\$ 100.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 23,374.00
(8) FINANCE CHARGE (Time Price Differential)	\$ 6,447.44
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 29,821.44
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 32,821.44

\* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

1283 Bacon Ridge Road (Street and Number)

Crownsville. (City)

Anne Arundel County, Maryland (County)

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty nine thousand eight hundred twenty one and 44/100 Dollars (\$ 29,821.44)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 7th day of June, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 621.28 and the final installment being in the amount of \$ 621.28

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 6, 19 86

BUYER(S)-MAKER(S):

Accepted: Baldwin Service Center, Inc. (SEAL)

James Jackson, Sr.

T/A James Jackson Landscaping (SEAL)

(Print Name of Seller Here)

(Print Name of Buyer-Maker Here)

(Signature of Seller)

By: James Jackson, Sr.

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

CA-L-2(7-76)

BUYER'S COPY-NON-NEGOTIABLE

Send to redeem the property if repossessed for default and require under certain conditions title of the property be returned.





ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 6, 1986

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee  
and James Jackson, Sr.  
T/A James Jackson Landscaping, 1283 Bacon Ridge Road, Crownsville, MD 21032  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 29,821.44  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of May, 19 86

Baldwin Service Center, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)  
By [Signature] Corp. Sec.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 15A

Mail to Credit Alliance Corp

STATE OF MARYLAND

FINANCING STATEMENT FORM BOOK **518** PAGE **201** Identifying File No. **269899**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp. dba Pasadena 4A Rentals  
 Address 8004 <sup>JUMPERS HOLE</sup> Jupershole Road, Pasadena, MD 21122; Anne Arundell County

2. SECURED PARTY

Name <u>Reli Financial Corp.</u>	RECORD FEE	12.00
Address <u>P.O. Box 797</u>	POSTAGE	.50
<u>Northbrook, IL 60065-0797</u>	#086250 0777 R01 T11436	
Person And Address To Whom Statement Is To Be Returned If Different From Above.		

09/29/87  
SA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."  
 All goods, inventory, equipment and vehicles, including, without limitation, tools, appliances, vehicles, and construction, industrial, medical, party and office machinery and equipment and substitutions, together with all accessions to the foregoing ("Leased Goods"), heretofore, now or from time to time hereafter acquired by lessee pursuant to Master Lease No. 5095, between Lessor and Lessee, together with all products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the Leased Goods. Lessee is not authorized to sell, transfer or otherwise convey the foregoing Leased Goods, except for short-term subleases to Lessee's customers in Lessee's usual course of business.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mail to Ullinois Code Co

[Signature]  
 (Signature of Debtor)

Northward Corp. dba Pasadena 4A Rentals  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

[Signature]  
 (Signature of Secured Party)

Reli Financial Corp  
 Type or Print Above Signature on Above Line

11.50



# Butler Leasing Company

BOOK 518 PAGE 202

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 208414

Recorded in Libre 514 Folio 138 On 7/6/87

LESSEE/DEBTOR J. R. C. CONSTRUCTION, INC.  
6025 Ritchie Hwy.  
Baltimore, MD 21225

LESSOR/SECURED PARTY BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, MD 21046

RECORD FEE 10.00

POSTAGE .50

#086240 0777 R01 T11:35

09/29/87

JA

A. XX ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.

B. \_\_\_\_\_ AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:

C. \_\_\_\_\_ PARTIAL RELEASE:

D. \_\_\_\_\_ TERMINATION:  
Assignee: Commercial/Consumer Loan Dept.  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ANNAPOLIS  
1832 George Avenue  
Annapolis, MD 21401

Property: Used 50 Ton Lima Truck Crane S/N 3482-10

LESSEE/DEBTOR

LESSOR/SECURED PARTY

\_\_\_\_\_

BUTLER LEASING COMPANY

BY: \_\_\_\_\_

BY: Deborah Stran Scherr

PRINT NAME & TITLE

DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

Mail to  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609

209  
D-05-3

10.50

FILED: ANNE ARUNDEL CNTY, MD

STATE OF MARYLAND

BOOK 518 PAGE 203

FINANCING STATEMENT

Identifying File No. 269900

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~-LESSEE

Name MACK TRUCKS, INC.  
Address 2100 Mack Blvd., Allentown, PA 18013

2. ~~SECURED PARTY~~ LESSOR

Name CIS Corporation  
Address 1000 James Street, Syracuse, NY 13202

RECORD FEE 21.00

#006030-0777 R01 T11425

09/29/87

Ralph Clover, DB&R, 1100 PNB Bldg., Broad & Chestnut Sts. Phila, PA 19107

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ATTACHED HERETO.

(Sch Ref. 4459)

Name and address of Assignee of Lessor  
THE PENN MUTUAL LIFE INSURANCE COMPANY  
510 Walnut Street  
Phila., PA 19172

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MACK TRUCKS, INC.

By: W.F. Mannion  
(Signature of ~~Debtor~~) Lessee

W.F. Mannion, Dir.-IRM  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

CIS CORPORATION

By: Terry Debbins  
(Signature of ~~Secured Party~~) Lessor

Terry Debbins, Corp. Counsel  
Type or Print Above Signature on Above Line

21.00

BOOK 518 PAGE 204

SCHEDULE A  
TO A FINANCING STATEMENT  
NAMING  
MACK TRUCKS, INC., Lessee,  
CIS CORPORATION, Lessor,  
AND  
THE PENN MUTUAL LIFE INSURANCE COMPANY, Assignee of Lessor

This UCC-1 is filed as a precaution and as public notice that Lessor has leased the Equipment listed on Annex I hereto to Lessee pursuant to Schedule Ref. No. 4459, dated August 18, 1986, to Master Equipment Lease Agreement No. M-31, dated as of December 11, 1981, between CIS Corporation, as lessor and Mack Trucks, Inc., as lessee.

SEE ANNEX I FOR LOCATION OF EQUIPMENT.

LEASE REF. 4459

ANNEX I

Description of Equipment

The following electronic data processing equipment manufactured by Tandem Computers, Inc., and located at the respective premises of Mack Trucks, Inc. indicated on the attached schedules of equipment.

SEE ATTACHED SCHEDULES FOR DESCRIPTION AND LOCATION OF EQUIPMENT.

SOM/CHICAGO/RR.1

QTY PRD ID DESCRIPTION

2	XXXX	INS2 TO TYP GRB WPGO
1	4120	W6 DISC STORAGE
4	3107	DISC CONTROLLER
2	7301	I/O POWER MODULE
1	7105	PATCH PANEL CABINET
1	7123	SYSTEMS CABINET
1	7504	DISC PATCH PANEL
4	42C-50	DISC CTRL CAB
16	42D-50	DISC DATA CAB

EQUIPMENT LOCATION:

Chicago Parts Distribution Center  
7420 W. Richard Road  
Bridgeview, IL 60455

Lease Ref. 4459

QTY	PROD ID	DESCRIPTION
1	1H	OSP
1	4124	U4 DISC STORAGE
1	4120	U6 DISC STORAGE
4	3107	DISC CONTROLLER
1	6204-1	DIT SYNCH CONTROLLER
1	6202	BYTE SYNCH CTRL
1	6303	ASYNCH CONTROLLER
1	6304	ASYNCH EXT. BOARD
1	7501	ASYNCH PATCH PANEL
1	7502	SYNCH PATCH PANEL
2	3401	LINE PRINTER CTRL
2	5515	LINE PRT (300LPH)
1	7504	DISC PATCH PANEL
2	31AXX	DISC CHIRL UPGRD (2)
2	31AXN	CTRL EXCHG ALL (2)
7	6531	CRT TERMINAL
5	5541	PTR, MATRIX 132 COL.
2	55X112	PAPER STD
2	76A-050	PRT CABLE-50 FT
2	55X000	DMR CODE PRT CAP.

Equipment Location: Chicago Parts Distribution Center  
 7420 W. Richard Road  
 Bridgeview, IL 60455

Lease Ref. 4459

Mailed to

*Penn Mutual  
 Life Ins Co*

FINANCING STATEMENT

Fee No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)          CARDINAL INDUSTRIES, INC.          .333 South Hammonds Ferry Road          Glen Burnie, Maryland 21061           2040 South Hamilton Road          Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address          EQUITABLE BANK, N.A.          100 South Charles Street          Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
--	---

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00  
 POSTAGE .50  
 #085990 0777 R01 T11:23  
 09/29/87  
 JA

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
 Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green ( KGG )  
 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
 Joseph V. Collins  
 Vice-President/Mortgage Co.  
(Type Name and Title of Person Signing)

September 21, 1987  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13.50

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

518 PAGE 210

Finished Building Components Consisting of 95 Units:

58 (fifty-eight) 1-Bed S/N		2907 - 2911, 2913-2916, 2922-2924 2930 - 2932, 2934-2937, 2939-2942 2949 - 2953, 2955-2958, 2960-2963 2965 - 2967, 2974-2978, 2980-2984, 2986 - 2989, 2994-2998
11 (eleven) Tolliver S/N		2925, 2944-2947, 2909-2972 2999, 3000
3 (three) 1-Bed BFO S/N		2927-2929
2 (two) 2-Bed S/N		2991, 2992
3 (three) 2-Bed Master Suite S/N		2918 - 2920
1 (one) 2-Bed Master Suite S/N		2993
15 (fifteen) Studios S/N		2912, 2917, 2921, 2926, 2933, 2938, 2943, 2948, 2954, 2964, 2968, 2973, 2979, 2985, 2990
1 (one) Laundry S/N		2959
1 (one) Mngrs. Apt. S/N		2906

*Equitable BK*

BOOK 518 PAGE 211

STATE OF MARYLAND

269902

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.  
Address 1007 Shire Court Crofton, Maryland 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy., 450 & 178 Annapolis, MD 21401  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 17.00

POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

HO85950 0777 R01 T11#16

4. This financing statement covers the following types (or items) of property: (list)

09/29/87

ASSIGNEE OF THE SECURED PARTY: **JA**

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Name of Secured Party

1780

CONDITIONAL SALE CONTRACT NOTE

BOOK 518 PAGE 212

TO: Baldwin Service Center, Inc. (Seller)
Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller)

FROM: J. Paul Leonard, Inc. (Buyer)
1007 Shire Court Crofton, MD 21114 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)

One (1) Benati Model 716 Crawler Loader, S/N 716150

- (1) TIME SALES PRICE \$ 104,176.88
(2) Less DOWN PAYMENT IN CASH \$ 17,150.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 87,026.88

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1007 Shire Court Crofton, MD 21114

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorser (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty seven thousand twenty six and 88/100 Dollars (\$ 87,026.88)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 20th day of December, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,813.06 and the final installment being in the amount of \$ 1,813.06

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: Nov. 19, 19 86

BUYER(S)-MAKERS(S):

Accepted Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

J. Paul Leonard, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Rhoda L. Baldwin, Pres. (Witness as to Buyer's and Co-Maker's Signature)

By: J. Paul Leonard, Inc. (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

CAL 2XD(1-75)

4

SELLER'S COPY-NON-NEGOTIABLE

BOOK 518 PAGE 213

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (1) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all attachment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and possess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ By: \_\_\_\_\_ (SEAL) Signature of Seller  
(Corporate, Partnership or Trade Name or Individual Signature)  
(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 19, 1986

between Baldwin Service Center, Inc. as Seller-Lessor-Mortgagee and J. Paul Leonard, Inc. 1007 Shire Court Crofton, MD 21114 as Buyer-Lessee/Mortgagor

(Name) (Address) together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 87,026.88 19th day of November 19 86

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Baldwin Service Center, Inc. (SEAL) By Sheila L. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 13A

Credit Alliance Corp

STATE OF MARYLAND  
**FINANCING STATEMENT** BOOK 518 PAGE 215 FORM UCC-1 Identifying File No. **269903**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Cascade Corp. dba The Boathouse  
 Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation  
 Address 127 Washington Avenue - P.O. Box 368, North Haven, CT 06473-0368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

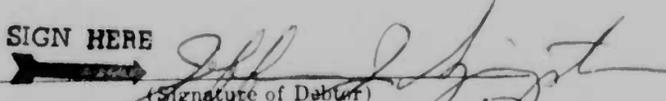
All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mariner, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.

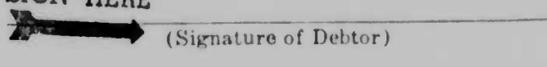
Name and address of Assignee	
RECORD FEE	12.00
POSTAGE	.50

#085930 CT77 R01 T11:12  
 09/29/87  
 ↗

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

**SIGN HERE**  
  
 (Signature of Debtor)  
JEFFERSON J. SPRINGSTON, PRESIDENT  
 Type or Print Above Name on Above Line

**SIGN HERE**  
  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

Marie DeLucia  
 (Signature of Secured Party)  
 Marie DeLucia  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

1250



STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 BOOK **518** PAGE **216**  
 Identifying File No. **269904**

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name The Boathouse  
 Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

**2. SECURED PARTY**

Name Mercury Marine Acceptance Corporation  
 Address 127 Washington Avenue - P.O. Box 368, North Haven, CT 06473-0368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mariner, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.

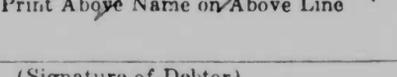
Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
#005940 C777 R01 T11#12	

09/29/87  
JA

**CHECK  THE LINES WHICH APPLY**

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

**SIGN HERE**  
  
 (Signature of Debtor)  
JEFFERSON J. SPRINGSTON, PRESIDENT  
 Type or Print Above Name on Above Line

**SIGN HERE**  
  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line  
11/50

Marie DeLucia  
 (Signature of Secured Party)  
 Marie DeLucia  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

269305

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: 87222 E

3  The Debtor is a transmitting utility

4 For Filing Officer: Date, Time, No. Filing Office

1 Debtor(s) (Last Name First) and Address(es):  
Pasadena Furniture & Appliance, Inc  
8213 Cloverleaf Drive  
Millersville, MD 21108

2 Secured Party(ies) Name(s) and Address(es):  
Kittinger/Pennsylvania House Furniture Group  
t/d/b/a Pennsylvania House Furniture

RECORD FEE 11.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property:  
All inventory of the debtor previously acquired from the secured party or hereafter acquired from the secured party and accounts receivable, chattel paper, proceeds of inventory, and the proceeds arising from sale of such inventory.

6 Assignee(s) of Secured Party and Address(es):  
#269305 09/29/87  
JA

7  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here:  Products of the Collateral are also covered.  This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

No. & Street: \_\_\_\_\_ Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

(1) FILING OFFICER COPY - NUMERICAL

Pasadena Furniture & Appliance, Inc. Kittinger/Pennsylvania House Furniture Group, t/d/b/a Pennsylvania House Furniture

By: John Ray Kennedy, Pres By: [Signature]  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

(3/83)

269906

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Date, Time, No. Filing Office

AM-TEL CONCEPTS, INC.  
7310 Ritchie Hwy.  
Suite 317  
Glen Burnie, MD 21061

Receivable Funding Corp.  
386 Park Avenue South  
Suite 903  
New York, NY 10016

RECORD FEE 11.00  
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:

All now owned and hereafter acquired accounts, contract rights, chattel paper and general intangibles of the debtor.

6. Assignee(s) of Secured Party and Address(es)

09/28/87  
JA

NOT SUBJECT TO RECORDATION TAX.

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate Below)

No. & Street      Town or City      County      Section      Block      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

AM-TEL CONCEPTS, INC.

Receivable Funding Corp.

By Stacy Ammons President AM-TEL CONCEPTS, INC.  
Signature(s) of Debtor(s)

By Erick Eider  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
(5/82)

1730  
STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269907

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 43,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$301.00.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chem Trans, Inc.  
Address 7605 Paradise Beach Rd. Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 301.00  
POSTAGE .50  
#085870 C777 R01 711#07  
09/29/87  
JA

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chem Trans, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17-  
301.50

**CREDIT ALLIANCE CORPORATION**770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10024**—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS**THIS MORTGAGE made the 15th day of September, 1987 by and betweenChem Trans, Inc., having its principal place of business at  
7605 Paradise Beach Rd., Pasadena, MD 21122Mortgagor and Credit Alliance Corporation Mortgagee**WITNESSETH**

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee. The proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Chem Trans, Inc.

Mortgagor

(Seal)

By

*Gary W. Briggs* (Signature)

(Title)

Secretary

STATE OF Maryland

COUNTY OF Anne Arundel

} ss

Gary W. Briggs

being duly sworn, deposes and says:

1. He is the **President** of **Chem Trans, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 15th

day of September 19 87

*John Patrick White* (Signature)  
NOTARY PUBLIC

*Gary W. Briggs* (Signature)

STATE OF Maryland

COUNTY OF Anne Arundel

ss

I, John Patrick White

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

15th day of September 19 87

in (Place) Glen Burnie

in said County, before me personally appeared

Gary W. Briggs

to me personally well known

(For Individual)

(For Partnership)

(For Corporation)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me who upon being first duly sworn by me stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President

Chem Trans, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in observance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

*John Patrick White* (Signature)

NOTARY PUBLIC

JOHN PATRICK WHITE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990

BOOK 518  
PAGE 221

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated Sept. 15, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Kenworth Conventional Tractor with Sleeper	1985 K100	1XKWD29XXFS324858
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Chem Trans, Inc.

By: *Mary W. Briggs*

Mail to Credit Alliance Corp

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269908

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.  
Address Md. Rt. 3, P.O. Box 244 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 17.00

POSTAGE .50

#085860 0777 R01 T11#06

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

09/29/87

John W. Ritter Trucking, Inc.

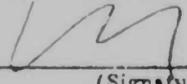
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
\_\_\_\_\_  
(Signature of Secured Party)

LARRY E. KIMMEL, ASST. V.P.  
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.  
1800 Sulphur Spring Road, Baltimore, Md. 21227 Md. Rt.3, P.O. Box 244, Millersville, Md. 21108  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
**One (1) New 1987 International Navistar, Model F2575 Tractor S/N IHSZJJSR2HHA17959.**

(1) TIME SALES PRICE .....	\$ 63,602.48
(2) Less DOWN PAYMENT IN CASH .....	\$ - 0 -
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) S	20,000.00
(4) CONTRACT PRICE (Time Balance) .....	\$ 43,602.48

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: **Md. Rt.3, P.O. Box 244, Millersville, Md. 21108**

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Forty three thousand six hundred two and 48/100\*\*\*\*\*** Dollars (\$ **43,602.48**)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of November, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,211.18 and the final installment being in the amount of \$ 1,211.18

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: OCTOBER 1 19 86

BUYER(S)-MAKER(S):

Accepted Beltway International Trucks, Inc. (SEAL)  
(Print Name of Seller Here)

John W. Ritter Trucking, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: James K. Jennelle Sec/Pres  
James K. Jennelle, Sec./Pres.  
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]  
Co-Buyer-Maker: John W. Ritter Pres. (SEAL)  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

4

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not be bound by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		(SEAL)	
		(Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
(Witness)		By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

CREDIT ALLIANCE CORPORATION

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 1986 between the undersigned.

BOOK 518 PAGE 226

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used International Harvester Cabover w/sleeper, 10 speed Fuller transmission, 350 Cummins Diesel engine	1984	4370-	AG143264MD
Three (3)	Used Fruehauf Model FBX-F2-44 Van Trailers	1972		CHP128983 CHP129038 CHP128914
One (1)	Used International Harvester Cab & Chassis	1985	F1954	1HTLDUXN2FHA23757
One (1)	Used Ford Conventional Cab	1985	LN9000	1FDYW90W6FVA03776
Three (3)	Used International Harvester Tractors w/300 Cummins Diesel engine, 9 speed Fuller Transmission, 12,000 lb. front axle, 40,000 lb. rears	1985	F2575	1HSZJJSR8FHA62272 1HSZJJSR4FHA62009 1HSZJJSR4FHA62219
One (1)	Used International Harvester Tractor	1985	F2575	1HSZJJSRXFHA44243
One (1)	Used International Harvester Tractor	1986	F2575	1HSZJJSR7GHA14697
Two (2)	Used International Harvester Tractors	1985	F2575	1HSZJJSRXFHA31492 1HSZJJSR2FHA31504
One (1)	Used International Harvester Tractor	1986	F2575	1HSZJJSROGHA30935
Two (2)	Used International Harvester Cab & Chassis	1986	1954	1HTLDUXN2GHA41936 1HTLDUXN5GHA41946
One (1)	Used International Harvester Tandem Tractor	1986	F2575	1HSZGGSR4GHA42473
One (1)	Used International Harvester Cab & Chassis	1986	F1954	1HTLDDBN6GHA61159
One (1)	Used International Navistar Conventional Eagle Tractor	1986	F9370	2HSFBJXR0HC086811

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:  
Credit Alliance Corporation

Purchaser, Mortgagor or Lessee:  
John W. Ritter Trucking, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

mail to  
Credit Alliance Corp



269909

BOOK 518 PAGE 227

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name, First) and Address(es):  
Pasadena Furniture & Appliance, Inc.  
2926 Mountain Road  
Pasadena, MD 21122

2 Secured Party(ies) Name(s) and Address(es):  
Kittinger/Pennsylvania House Furniture Group  
t/d/b/a Pennsylvania House  
137 North 10th St.  
Lewisburg, PA 17837

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00  
POSTAGE .50

RECORDED 0777 041 11:04

09/29/87  
JA

5 This Financing Statement covers the following types (or items) of property:  
All inventory of the debtor previously acquired from the secured party or hereafter acquired from the secured party and accounts receivable, chattel paper, proceeds of inventory, and the proceeds arising from sale of such inventory.

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

(1) FILING OFFICER COPY - NON-RECORDABLE  
Pasadena Furniture & Appliance, Inc. Kittinger/Pennsylvania House Furniture Group, t/d/b/a Pennsylvania House Furniture

By John Ray Kittinger, Jr. Pres.  
Signature(s) of Debtor(s)

By [Signature]  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

AA Co.

BOOK 518 PAGE 228

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Hartley Marine, Inc. 111 W. Central Avenue  
 Edgewater, Maryland 21037

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street - 060702  
 Attention: P. Jane Logan Baltimore, Md. 21201  
 Comm. Lend. Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Hartley Marine, Inc.

By: Walter L. Bennett (Seal)  
 Walter L. Bennett, President  
 \_\_\_\_\_ (Seal)

RECORD FEE 11.00  
 (Seal)  
 POSTAGE .50  
 #08580 (Seal) 0777 R01 T11-02

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

09/29/87  
JA

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269911

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in lead records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.  
Address 8319 MD Rt. 3, Box 244, Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 21.00  
POSTAGE .50  
#055820 0777 R01 T11:02  
09/29/87  
JA

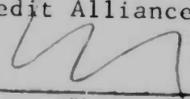
CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John W. Ritter Trucking, Inc.  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation  
  
\_\_\_\_\_  
(Signature of Secured Party)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

21 50

CONDITIONAL SALE CONTRACT NOTE

BOOK 518 PAGE 230

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.

1800 Sulphur Spring Road, Baltimore, MD 21227 8319 MD Rt. 3 Box 244, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

See Schedule "A" attached hereto and made a part hereof for description of equipment.

(1) TIME SALES PRICE .....	\$ 219,177.12
(2) Less DOWN PAYMENT IN CASH .....	\$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	37,500.00
(4) CONTRACT PRICE (Time Balance) .....	\$ 181,677.12

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8319 MD Rt. 3 Box 244, Millersville, MD 21108

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eighty one thousand six hundred seventy seven and 12/100 Dollars (\$ 181,677.12)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of February, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,784.94 and the final installment being in the amount of \$ 3,784.94

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: December 30, 19 85

Accepted Beltway International Trucks, Inc. (SEAL)  
(Print Name of Seller Here)

John W. Ritter Trucking, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: John J. Murray, Pres.  
(Witness as to Buyer's and Co-Maker's Signature)

By: John W. Ritter, Pres.  
Co-Buyer-Maker: (John W. Ritter, Pres.) (SEAL)  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

5

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**WAIVER TO BE EXECUTED BY LANDLORD AND MORTGAGEE OF PREMISES WHERE PROPERTY IS TO BE INSTALLED OR DELIVERED.**  
 (Should be executed whenever the property may be attached to realty)

The undersigned, Landlord and Mortgagee, respectively, of the premises at \_\_\_\_\_ (Number and Street Address of installation/delivery)

as an inducement to Seller to deliver the property described in the contract note annexed hereto, and in consideration thereof, hereby severally agree that said property shall remain chattels, and severally waive as to the Seller designated in said contract, and CREDIT ALLIANCE CORPORATION, and any assignee thereof, all claims and demands of every kind (including distraint) against said property and all replacements and additions thereto, this agreement and waiver to continue in full force and effect until Buyer has paid the full amount owing by Buyer in accordance with the terms and conditions of said contract note and all renewals, extensions and/or substitutions thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 WITNESSED BY: \_\_\_\_\_ (Landlord)  
 \_\_\_\_\_ (Mortgagee)

**INSTRUCTIONS: – Subject to local requirements DO NOT USE THIS FORM:**

- A. For MOTOR VEHICLES and NON-COMMERCIAL GOODS (unless prior clearance is obtained from CREDIT ALLIANCE CORPORATION).
- B. In HAWAII, LOUISIANA, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, PUERTO RICO, RHODE ISLAND, TENNESSEE AND VIRGINIA.
- C. In CONNECTICUT, if the cash price is under \$6,000.01; MARYLAND, if the cash price is under \$5,000.01; MISSOURI, if the cash price is under \$7,500.01

The following states may require completion of the Preparer's Statement (on contract): Arkansas, Indiana, North Carolina, Ohio.

All BLANKS must be filled in BEFORE the parties sign. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the AFFIXATION NOTICE and WAIVER by Landlord and Mortgagee.

When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have Partners sign.

In view of technical local requirements, CREDIT ALLIANCE CORPORATION cannot be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

BOOK 518 PAGE 291

ASSIGNMENT

BOOK 518 PAGE 232

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 30, 1985

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and John W. Ritter Trucking, Inc., 2319 MD Rt. 3 Box 244, Millersville, MD 21108

(Name) (Address)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 181,677.12  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of December, 19 85

Beltway International Trucks, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)  
By [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CAL 3A

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 30, 19 85 between the undersigned.

BOOK 518 PAGE 233

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	International Harvester Tandem Tractors with 300 Formula engines, 9 speed transmission, P/S, 12,000 lb. front axle, 40,000 lb. rears	1985 - F2575	1HSZJJSRFXFA31492 1HSZJJSR2FHA31504
One (1)	New International Harvester Tandem Tractor with 300 Formula engine, 9 speed transmission, P/S, 12,000 lb. front axle, 40,000 lb. rears	1986 - F2575	1HSZJJSROGHA30935

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Beltway International Trucks, Inc.

John W. Ritter Trucking, Inc.

By: [Signature]

By: [Signature]

mail to  
Credit  
alliance  
corp

STATE OF MARYLAND

Filed: Anne Arundle Cty, MD

FINANCING STATEMENT

FORM OCC-1 518 PAGE 234

Identifying File No. 269912

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CIS CORPORATION  
Address 1000 James Street, Syracuse, NY 13203

2. SECURED PARTY

Name THE PENN MUTUAL LIFE INSURANCE COMPANY  
Address 510 Walnut St., Phila., PA 19172  
Ralph H. Clover, DB&R, 1100 FNB Bldg., Broad & Chestnut  
Phila., PA 19107

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 21.00

3. Maturity date of obligation (if any) \_\_\_\_\_

#095630 0777 R01 T10453

4. This financing statement covers the following types (or items) of property: (list)

09/29/87

JA

SEE SCHEDULE A ATTACHED HERETO.  
(MACK TRUCKS/Sch Ref. 4459)

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

CIS CORPORATION

Victor Jenkins  
(Signature of Debtor)

Victor Jenkins, Dir  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

E&R

LeRoy O. McClellan  
(Signature of Secured Party)

THE PENN MUTUAL LIFE INSURANCE COMPANY

Type or Print Above Signature on Above Line  
LeRoy O. McClellan, AVP

25

SCHEDULE A  
TO A FINANCING STATEMENT  
NAMING  
CIS CORPORATION, Debtor  
AND  
THE PENN MUTUAL LIFE INSURANCE COMPANY, Secured Party

BOOK 518 PAGE 235

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitations, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Schedule Ref No. 4459, dated August 19, 1986, to Master Equipment Lease Agreement No. M-31, dated as of December 11, 1981, between CIS Corporation, as lessor, and Mack Trucks, Inc., as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which can be removed from the Equipment without materially impairing its operations or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - the Security Agreement dated as of ~~April~~<sup>August</sup> 1, 1987, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

BOOK 518 PAGE 236

LEASE REF. 4459

ANNEX I

Description of Equipment

The following electronic data processing equipment manufactured by Tandem Computers, Inc., and located at the respective premises of Mack Trucks, Inc. indicated on the attached schedules of equipment.

SEE ATTACHED SCHEDULES FOR DESCRIPTION AND LOCATION OF EQUIPMENT.

BALTIMORE. 1		
QTY	PROD ID	DESCRIPTION
1	304	VLX PKG'ED SYSTEM
2	3107	DISC CNTRL
1	4200	V4 TO V8 ADD-ON
2	6204-1	BIT SYNCH CONTROLLER
1	6202	BYTE SYNCH CNTRL
10	6531	CRT TERMINAL
6	5541	PRINTERS
1	6304	ASYNCH EXT. BOARD
1	7501	ASYNCH PATCH PANEL
2	7502	SYNCH PATCH PANEL
2	3401	LINE PRINTER CNTRL
2	5516	LINE PRT (600 LPM)
2	76A-050	PTR CABLE-50 FT
2	55L000	BAR CODE PRIG
1	7143	I/O CABINET
1	7142	PATCH PANEL CABINET
2	31AXI	DISC CNTRL UPGRD

EQUIPMENT LOCATION: Baltimore Parts Distribution Center  
 8000 Telegraph Road  
 Severn, MD 21144

SON/BAL ORDER. 1	
QTY	PROD ID DESCRIPTION
2	XXXX TMS2 IO TXP 6MB UPGD
2	2422 TMS2 MEM MOD 2MB
2	2432 TXP MEM MOD 2MB
1	4120 V6 DISC STORAGE
2	3107 DISC CONTROLLER
1	7301 I/O POWER MODULE
1	7504 DISC PATCH PANEL
2	42C-50 DISC CNTRL CAB
16	42D-50 DISC DATA CAB

EQUIPMENT LOCATION: Baltimore Parts Distribution Center  
8000 Telegraph Road  
Severn, MD 21144

mail to  
Ralph H  
Clover

Amend Amendment

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242563

RECORDED IN LIBER 449 FOLIO 527 ON 5-14-82 (DATE)

1. DEBTOR

Name National Telephone Company, Inc.
Address One Acton Place, Acton, MA 01720

2. SECURED PARTY

Name American Security Bank, N.A.
Address 15 Pennsylvania Avenue, N.W., Washington, D.C. 20005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A, B, C, D for Continuation, Partial Release, Assignment, and Other. Includes a box for 'Debtor address changed to: 100 Unicorn Park Drive Woburn, MA 01801'.

RECORD FEE 10.00

ASSISTANT .50

0777 R01 T10:22

09/29/87



Dated \_\_\_\_\_

Signature of Secured Party

American Security Bank, N.A.

Type or Print Above Name on Above Line

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 28251

RECORDED IN LIBER 510 FOLIO 507 ON 5-15-82 (DATE)

1. DEBTOR

Name National Telephone Company, Inc.  
Address One Acton Place, Acton, MA 01720

2. SECURED PARTY

Name American Security Bank, N.A.  
Address 15 Pennsylvania Avenue, N.W., Washington, D.C. 20002

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	<input type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.)  Amendment
	Debtor address changed to: <u>100 Unicorn Park Drive</u> <u>Watson, MA 01801</u>	

Dated \_\_\_\_\_

Paul Reynolds VP  
(Signature of Secured Party)  
American Security Bank, N.A.

Mail to  
American Security BK

BOOK 518 241

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

Louis R. Fox  
3110 Harwood Parkway  
Kensington, MD 20895  
246699

2. Secured Party(ies) and address(es)

Mid-Atlantic National Bank  
2 Broad Street  
Bloomfield, N.J. 07003

3. Maturity date (if any)

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#085100 0777 R01 T10#10

4. This statement refers to original Financing Statement bearing File No. 460 Page 315

Filed with Anna Arundel Date Filed April 11, 19 87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

08/22/87  
JA

No. of additional Sheets presented:

Mid-Atlantic National Bank

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] A.Y.P.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10

MARYLAND FINANCING STATEMENT

BOOK 518 PAGE 242

269913

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Michael E. Ballard T/A Ritchie Import Specialists  
(Name or Names)  
98 Georgia Avenue Glen Burnie, Maryland 21061  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address) HS 2254

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Herbert W. and Mildred D. Spath  
of LESSOR (Name or Names)  
2611 Reckord Road Kingsville, Maryland 21087  
(Address)

4. This financing Statement covers the following types (or items) of property:  
One- Socrates Business System A, IBM XT Compatible, Computer System w/640K 20Mb Hard Drive,  
AT Style Keyboard, Extron Tilt/Swivel Amber Monitor, Star Micronics NX10 Printer,  
Surge Suppressor, Cougar Mountain Accounting, Migent Ability Plus, DOS 3.21, &  
Printmaster Graphics

RECORD FEE 12.00  
POSTAGE .50

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)  
#085090 0777 R01 T10:05  
09/29/87  
JA

LESSEE  
Michael E. Ballard T/A  
Ritchie Import Specialists  
By: Michael E. Ballard  
Michael E. Ballard (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Mgr.  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

10-30

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert L. Sampson  
Charlotte Monday

1 South Ridge Road #39  
Hanover, Maryland 21076

RECORD FEE 12.00

HO45050 C777 R01 T10:00

09/29/87

3

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
NEW 1988, Liberty Homes, Inc. "Glen Oaks" AX147009 Mobile Home White, 70 X 14, Serial # 08-L-59438
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Robert L. Sampson  
ROBERT L. SAMPSON

Charlotte Monday  
CHARLOTTE MONDAY

Secured Party

THE BANK OF BALTIMORE

BY Susanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

1200

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax.

Clerk of Circuit Court of Anne Arundel County, Maryland BOOK 518 PAGE 244

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 269915

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
1. DEBTOR (OR ASSIGNOR)

Name Homeowners & Contractors, Inc.

Address 111 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name State Equipment, Div. of Secorp National Inc.

Address P. O. Box 7478, 1400 Joh Ave.

Baltimore, MD 21227

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Dresser Vibratory Compactor, Model VOSD66A, S/N 490180 complete, with all attachments now and hereinafter acquired.

RECORD FEE 11.00  
H085030 0777 R01 T09:57  
09/29/87  
JK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Homeowners & Contractors, Inc.  
(Signature of Debtor or Assignor)

George A. Edwards  
(Signature of Debtor or Assignor)  
George A. Edwards, President

Equipment Finance, Inc.  
(Signature of Secured Party or Assignee)

Michael W. Hurst  
(Signature of Secured Party or Assignee)

STATE OF MARYLAND

BOOK 518 PAGE 245

269916

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.  
Address 773 Annapolis Road Gambrills, MD 21054

2. SECURED PARTY

Name General Supply and Equipment Co., Inc., A Division of J.W. Burres, Incorporated  
Address 530 East 25th Street Baltimore, MD 21218  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 21.00

POSTAGE .50

#085010 CTTT R01 T09154

09/29/87

JA

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L.R. Willson & Sons, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

2/50

General Supply and Equipment Co., Inc., A Division of J.W. Burres, Incorporated

CONDITIONAL SALE CONTRACT NOTE

TO: J.W. Burres, Incorporated ("Seller") FROM: L.R. Willson & Sons, Inc. ("Buyer")  
 530 East 25th Street Baltimore, MD 21218 773 Annapolis Road Gambrills, MD 21054  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  See Schedule "A" attached hereto and made a part hereof for description of equipment.  *See Schedule "B" attached hereto and made a part hereof for payment schedule.	(1) TIME SALES PRICE .....	\$ 997,632.13
	(2) Less DOWN PAYMENT IN CASH .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 997,632.13

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 773 Annapolis Road Gambrills, MD 21054

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Nine hundred ninety seven thousand six hundred thirty two and 3/100 Dollars (\$ 997,632.13 )

being the above indicated Contract Price (hereinafter called the "time balance") in 61 successive monthly installments, commencing on the 24th day of October, 19 87, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 24, 19 87  
 General Supply and Equipment Co., Inc., (SEAL)  
 Accepted A Division of J.W. Burres, Incorporated (Print Name of Seller Here) (SEAL)  
 By: Raymond Klauschuse V.P. (Witness as to Buyer's and Co-Maker's Signature)  
 L.R. Willson & Sons, Inc. (SEAL)  
 By: Donald E. Willson V.P. (Print Name of Buyer-Maker Here) (SEAL)  
 Co-Buyer-Maker: Donald E. Willson V.P. (Print Name of Co-Buyer-Maker Here) (SEAL)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		(Corporate, Partnership or Trade Name or Individual Signature)	(SEAL)
(Witness)	By:	(Signature: Title of Officer, "Partner" or "Proprietor")	}
			Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and its Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 24, 1987  
**General Supply and Equipment Co., Inc., A Division of J.W. Burres, Incorporated** as Seller, Lessor, Mortgagee

between L.H. Willson & Sons, Inc. 77J Annapolis Road Gambrills, MD 21054  
(Name) (Address)

as Buyer, Lessee, Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the prop- erty therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subor- dinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without af- fecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$97,632.13

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of September 19 87

**General Supply and Equipment Co., Inc., A Division of J.W. Burres, Incorporated** (SEAL)

By [Signature]

(If corporation, print in full the corporate name, have authorized officer sign, state office, and attach corporate seal. If partnership, print in full the partnership name and have one or more partners sign.)

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 24, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Grove Truck Crane with 160' Model 76A Tower attachment, 160' Model #46 Luffing boom, Cumins VII-903-C350 upper, Cumins NTC-35Q carrier, headache ball  Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:	HL-150T	66565
One (1)	Lorraine Truck Crane 150 ton	8150	11537

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Seller, Mortgagee or Lessor:**  
General Supply and Equipment Co., Inc.,  
A Division of J.W. Burres,  
Incorporated

By: *[Signature]*

**Purchaser, Mortgagor or Lessee:**

L.R. Willson & Sons, Inc.

By: *[Signature]*

Anne Arundel County

BOOK 518 PAGE 250 269917

RECORD FEE 11.00  
RECORD TAX 700.00  
POSTAGE .50

FINANCING STATEMENT

File No POSTAGE

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. 09/29/87

1. DEBTOR(S) and Address(es)  DGM Enterprises, Inc. 5187 Raynor Avenue Linthicum, Maryland 21090	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: _____
<b>Return to Secured Party</b>	

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 100,000.00

DEBTOR:  
  
DGM Enterprises, Inc.  
(Type Name)

By: [Signature]  
By: \_\_\_\_\_

SECURED PARTY:  
SIGNET BANK/MARYLAND

By: Robert G. Holmes, Jr., VP  
[Signature]  
(Type Name)  
19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

111-700-50

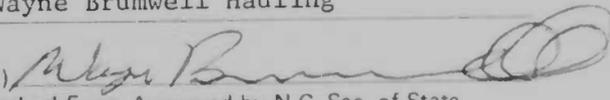
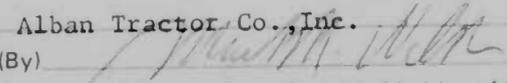
269918

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No of Additional Sheets Presented	A/C# C-02-04705 A.A. Co.
(1) Debtor(s) (Last Name First) and Address(es): Wayne Brumwell T/A Wayne Brumwell Hauling 4013 Mountian Road Pasadena, MD 21122 Anne Arundel County	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237		
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061		RECORD FEE 12.00 POSTAGE .50 #084870 CTTT R01 TOP44 09/29/87 JA

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #943 Track Loader S/N 19Z00616  
NOT SUBJECT TO RECORDATION TAX  
MD

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Wayne Brumwell T/A Wayne Brumwell Hauling  (By)  Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By)  Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
---	---

(1) Filing Officer Copy - Nonrecord

UCC-1

185

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: Anne Arundel Co. #26 of Additional Sheets Presented A/C #04705-8

1. Debtor(s) (Last Name First) and Address(es)  
 Wayne Brumwell T/A Wayne  
 Brumwell Hauling  
 4013 Mountain Road  
 Pasadena, MD 21122

2. Secured Party(ies) Name(s) And Address(es)  
 Alban Tractor Co., Inc.  
 P.O. Box 9595  
 Baltimore, MD 21237

RECORD FEE 10.00  
 POSTAGE .50

3. (a) This statement refers to original Financing Statement bearing File No. 268377 514 101  
 Filed with Anne Arundel Co. Date Filed 7/1/87  
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed  
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer #084890 0777 R01 T09145 09/29/87

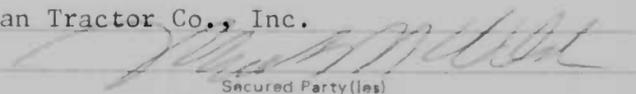
4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 34
5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
8.  Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. One (1) Caterpillar Model 943 Track Loader  
 S/N 19Z00616

ASSIGNEE OF SECURED PARTY  
 Credit Alliance Corporation  
 P.O. Box 1680  
 Glen Burnie, MD 21061

10. Signatures:

By \_\_\_\_\_  
 Debtor(s) (necessary only if Item 7 is applicable)

By   
 Alban Tractor Co., Inc.  
 Secured Party (ies)

(1) Filing Officer Copy - Numerical

16 FINANCING STATEMENT CHANGE

Standard Form Approved by  
 N. C. Sec. of State  
 and other States shown above.

UCC-3

This statement is presented to THE SECRETARY OF THE STATE for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (last Name) AND ADDRESS  PAKO Corporation 6300 Olson Memorial Hwy. Golden Valley, MN 55427	2. SECURED PARTY(IES) AND ADDRESSES  Citytrust <i>Deau Co</i> 961 Main Street Bridgeport, CT 06601	FOR FILING OFFICER (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #084850 0777 R01 T09:43
---	--	--

Filed with Circuit Court Anne Arundel County, Maryland  
 This statement refers to original Filing Statement No. 259011 Dated Nov. 1, 19 85

- A  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective 09/29/87
- B  PARTIAL RELEASE - From the collateral described in the financing statement bearing the file number shown, the party releases the property indicated below
- C  ASSIGNMENT - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, secured Party's rights under the Financing Statement bearing the file number shown above in the property indicated below.
- D  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E  AMENDMENT - The financing statement bearing the above file number is amended as set forth below.

Pako Corporation  
 BY *Roger W. Meyer EVP*  
Signature(s) of debtor(s) (Only on amendments)  
 DATED 9/25/87

Citytrust  
 BY *Robert A. V.P.*  
Signature(s) of secured party(ies)  
 DATED 9/23/87

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 518 PAGE 254

DATE: September 24, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

269919

NAME OF DEBTOR (S): Southward Corporation  
T/A Annapolis 4A Rentals & Sales

ADDRESS: 1919 Lincoln Drive  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: Mail 10 P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable  
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 12.00  
POSTAGE .50  
#084770 0777 R01 T09:36  
09/29/87  
JA

DEBTOR(S): Southward Corporation  
T/A Annapolis 4A Rentals & Sales  
(Company Name)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVING BANK

BY: Kenneth R. Wagner - Pres  
Kenneth R. Wagner, President

BY: Robert E. Mann  
(Authorized Signature)

BY: \_\_\_\_\_  
Robert E. Mann, Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

173-

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Please return recorded document to: Annapolis Federal Savings Bank  
P.O. Box 751  
Annapolis, MD 21404

Check below if goods are  
or are to become fixtures

To Be Recorded in  
Land Records

For Filing Officer Use  
File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement (1) 260122, (2) 255114

Date of Filing 1/27/86

Record Reference (1) Book 494 Page 119

(2) Book 481 Page 219

Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s)  
(last name first)

No. Street City State

Southward Corporation  
T/A Annapolis 4 A Rentals & Sales

1919 Lincoln Drive, Annapolis, MD

Name of Secured Party or Assignee

No. Street City State

Annapolis Bank and Trust

P.O. Box 311, Annapolis, MD

RECORD FEE 10.00

POSTAGE .50

#084760 0777 R01 T09:37

01/29/87  
SA

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

DEBTOR(S) OR ASSIGNOR(S)  
Southward Corporation  
T/A Annapolis 4A Rentals & Sales

Kenneth R. Wagner - Pres  
Kenneth R. Wagner, President

Type or Print Name Under Signature

Annapolis Bank and Trust  
Corporate, Trade, or Firm Name  
Annapolis Banking & Trust Company

Signature of Secured Party or Assignee

William A. Busik  
Owner, Partner, or Officer & Title  
William A. Busik, Ass't. Vice Pres.  
(Signatures Must Be in Ink)

10.50

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Please return recorded document to: Annapolis Federal Savings Bank  
P.O. Box 751  
Annapolis, MD 21404

Check below if goods are  
or are to become fixtures

To Be Recorded in  
Land Records

For Filing Officer Use  
File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform  
Commercial Code.

Filing Number of original financing statement 232049

Date of Filing 4/8/80

Record References Book 424 Page 195

Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s)  
(last name first)

No. Street City State

Southward Corporation  
T/A Annapolis 4 A Rentals & Sales

1919 Lincoln Drive Annapolis, MD

Name of Secured Party or Assignee

No. Street City State

Annapolis Bank and Trust

P.O. Box 311, Annapolis, MD

CHECK APPLICABLE STATEMENT

RECORD FEE 10.00

POSTAGE .50

MD84790 0777 R01 T09:37

09/29/87

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and  
the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above,  
the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured  
party under the original Financing Statement identified above.
- OTHER

DEBTOR(S) OR ASSIGNOR(S)  
Southward Corporation  
T/A Annapolis 4 A Rentals & Sales

Kenneth R. Wagner - Pres  
Kenneth R. Wagner, President

Type or Print Name Under Signature

Annapolis Bank and Trust  
Corporate, Trade, or Firm Name  
Annapolis Banking & Trust Company

Signature of Secured Party or Assignee

William A. Busik  
Owner, Partner, or Officer & Title  
William A. Busik, Ass't. Vice Pres.  
(Signatures Must Be in Ink)

10.50

REGISTER, INC. BOX 21022  
MINNEAPOLIS, MN 55421

10.20

STATE OF MARYLAND

BOOK 518 PAGE 257

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-4  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261709  
RECORDED IN LIBER 497 FOLIO 531 ON 5/5/86 (DATE).

1. DEBTOR

Name Air Supply Int., Inc.  
Address P.O. Box 475, Crownsville, MD 21032

2. SECURED PARTY

Name F. J. Masone Company RECORD FEE 10.00  
Address 100 Reisterstown Road POSTAGE .50  
P.O. Box 21472  
Baltimore, Md 21205  
#024760 0777 R01 T07435  
Delete and Address To Whom Statement Is To Be Returned If Different From Above. 09/29/87

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.)  Termination</p>

Dated 9/21/87

F. Jed  
(Signature of Secured Party)

F. Jed  
Type or Print Above Name on Above Line

1650

<b>This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:</b>		No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and Address(es) Biddinger & Jordan, Inc. 191 Inverness Road Severna Park, MD 21046	2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co., Inc. 8531 Pulaski Highway Baltimore, MD 21237	RECORD FEE 10.00 POSTAGE .50
3. (a) This statement refers to original Financing Statement bearing File No. 265508 506 548 Filed with Anne Arundel Co. Date Filed 01/05/87 19 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer #054750-0777 R01 T09:35 09/29/87
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.		
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)		
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.		
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.		
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		
9. Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23288		
MAIL TO		
10. Signatures:		
By _____ Debtor(s) (necessary only if item 7 is applicable)	Alban Tractor Co., Inc. By <i>Mark M. Webb</i> Asst. Sec. Secured Party (ies)	Standard Form Approved by N. C. Sec. of State and other States shown above.
(1) Filing Officer Copy - Numerical 104		FINANCING STATEMENT CHANGE UCC-3

269920

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( X ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNAPOLIS COUNTY

BOOK 518 PAGE 250

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ferguson Trenching Co. Inc.  
123 Bevell Highway  
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

POSTAGE .50

#124740 0777 R01 T09134

Name & address of Secured Party

Baldwin Service Center, Inc.  
41 Defense Highway  
Annapolis MD 21401

Name & address of Assignee

Associates Commercial Corporation  
3002 Discovery Drive, #420  
Richmond, Va 23298

09/29/87

JA

Date of maturity if less than five years

Check if proceeds of collateral are covered ( X )

Description of collateral covered by original financing statement

Two JCB Model 1400B Loader Backhoes SN/226858 and 326905  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT  
PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF

TRANSACTION EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ferguson Trenching Co. Inc.

Baldwin Service Center, Inc.

Signature of Debtor if applicable (Date)

*[Signature]*

Signature of Secured Party if applicable (Date)

*[Signature]* PopSea. 9/15/87

11-50

269921

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION RECORD FEE 11.00  
Address 7711 Quarterfield Road POSTAGE .50  
Glen Burnie, MD 21061 HOPELAND 5777 R01 T09431

Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/29/87  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under  
certain True Lease Assignment dated 8/28/87, Schedule # 02, dated 8/28/87 between  
Assignor as Lessor and LEASE ACCOUNT # 828078 as Lessee. Assignor has granted a Security  
Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of  
Rents dated September 1, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION  
[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)  
Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with A-A Co. the City of Baltimore

174

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Dye Press Machine
1 (one)	Leather Stripping Machine
1 (one)	Automatic Dying Machine
1 (one)	Manual Dying Machine
1 (one)	Hidraulic Clicker Press H.S. Schwabe Model DS
1 (one)	Manual Clicker Sandt
1 (one)	Automatic Riveting Machine Piro Model 016F1200
2 (two)	Juki Sewing Machines LU 563
2 (two)	Snap Machines Rosley M 5
1 (one)	Pressing Machine Landry LA 80401

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

*Frank J. ...*  
EXVP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY:

TITLE:

*...*  
...

269922

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
NOV 20 1987  
09/29/87  
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated August 28, 1987, Schedule #01, dated 8/28/87 between Assignor as Lessor and LEASE ACCOUNT # 828078 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/1/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

\_\_\_\_\_  
(Signature of Debtor)

Frank J. Sarrb, III  
Type or Print Above Signature on Above Line  
(Signature of Debtor)

Frank J. Sarrb, III, Exec. V.P.  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with AA CO. the City of Baltimore

11/5

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Softerm-Xenix 900
1 (one)	DMP 2100 tractor feed
1 (one)	8" dsdd DISKS
1 (one)	100' RS232 Cable
1 (one)	DMP 2100 Printer
3 (three)	DT100 Deluxe terminals
4 (four)	50' RS232 Cables
1 (one)	Model 16B w/internall
1 (one)	15 Megabyte hard drive
1 (one)	Null Modem
3 (three)	25' RS232 Cables
1 (one)	Profile 16 Data Base
1 (one)	128 K Memory Board
1 (one)	128 K memory kit
1 (one)	RS23 cable 6"
1 (one)	RS232 3 users ext.
1 (one)	DC 2212 Modem
1 (one)	Hayes 1200
1 (one)	Tandy 35 meg hard drive
1 (one)	Extended service plan

TRANS-AMERICAN LEASING CORPORATION

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Frank J. [Signature]  
TITLE: Exec VP

BY: [Signature]  
TITLE: [Signature]

269923

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION RECORDED FEE 11.00  
Address 7711 Quarterfield Road POSTAGE .50

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#004710-0717 R01 T09:31  
09/29/87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 30, 1987, Schedule # 01, dated August 3, 1987 between Assignor as Lessor and LEASE ACCOUNT # 370780 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated September 17, 1987 between Assignor and Assignee:

- 2 (two) Liquid Blaster - Model #1012D - S/N's 788260 and 780360
- 2 (two) Cleaning Lances and accessories

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

*KSU*  
MiMaMo01

BOOK 518 PAGE 265

269924

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name, First, and Address(es))  
 JAMES H. REED  
 RITA L. REED  
 13 SOUTH HAVEN STREET  
 LAWRENCE, VA

2 Secured Party(ies) Name(s) and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 3300 DITZ BLVD  
 HARRISBURG, VA 22191

3 For Filing Office: Date, Time, No. Filing Office  
 RECORD FEE 12.00  
 POSTAGE .50

4 The Financing Statement covers the following type(s) (or item(s)) of property  
 1794 TITAN  
 40 X 24 SERIAL 3 30142860710702  
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THEREON, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

Products of the Collateral are also covered: ASSESSMENT AND/OR RETAIL

5 Assignee(s) of Secured Party Address(es)  
 1004670  
 109216  
 09/29/87  
 SA

6  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

7 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

8 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

JAMES H. REED RITA L. REED GREEN TREE ACCEPTANCE INC.

By James H. Reed Signature(s) of Debtor(s) By Rita L. Reed Signature(s) of Secured Party(ies)  
DC Swire  
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL  
 (3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

(This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code)		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First and Address(es)) ROGER M. BELL, JR. MARY E. BELL 1639 SHANNON-O-CIRCLE SEVERN MD 21144		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBRIDGE, VA 22191	
3. The Financing Statement covers the following types for items of property: 1981 REDMAN NEWHOOD 70 X 14 SERIAL # 12211038 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 RECEIVED CITY OF MD 109:15 09/29/87	
5. <input type="checkbox"/> Products of this collateral are also covered 8. Describe Real Estate Here:		9. Name of a Record Owner <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	
No. & Street Town or City County Section Block Lot		10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State	
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)		Signature(s) of Debtor(s) By <i>Roger M Bell Jr. Mary E Bell</i> Signature(s) of Secured Party(ies) By <i>R. Churne</i>	

BOOK 518899267

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) HEB Equipment Co., Inc. 809-J Barkwood Court Linthicum Heights, Anne Arundel, MD 21090		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
X <del>Assignor of Secured Party</del> <del>C.I.T. Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>		
One (1) New Grove SM42RT Scissor Lift s/n 16741 One (1) New Grove SM42RT Scissor Lift s/n 16742 One (1) New Grove HZ48P Telescoping Boom Lerial Lift s/n 16494		RECORD FEE 11.00 POSTAGE .50 #034600 CTTT R01 T09:13 09/29/87
"and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>HEB Equipment Co., Inc.</u>		Mail to Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>
By <u>G. Jeffrey Kerns (Seal)</u> title <u>V.P.</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		By <u>Stephen V. Zachary</u> title <u>V. Pres.</u> <u>Stephen V. Zachary</u> <small>Type or print name of person signing</small>
<u>G. JEFFERY KERNS</u> V.P. <small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>

11/50

FILED SEPT. 21, 1987 269927  
ANNE ARUNDEL CO.  
EIN# 52-0892791

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H.S. CHENAULT CO., INC. - JEFF CHENAULT TRES.  
Address 30 AQUAHART ROAD GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address P.O. BOX 65090  
WEST DES MOINES, IA. 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW JOHN DEERE 430 TRACTOR - #M00430X475071
- 1 - NEW JOHN DEERE 60 MOWER - #M00273X575068

RECORD FEE 11.00  
#084400 0777 R01 T09:00  
09/29/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X H.S. Chenault Co. Inc.  
Jeff Chenault TRES.  
(Signature of Debtor)  
H.S. CHENAULT CO., INC.  
JEFF CHENAULT TRES.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Donald S. Jackson  
(Signature of Secured Party)  
JOHN DEERE COMPANY  
Type or Print Above Signature on Above Line

11-00

269928

To Be Recorded In The Land  
And In The Chattel Records  
Of Anne Arundel County And  
Among The Financing Statement  
Records Of The State  
Department of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$298,000.00  
Which Was Paid To The Clerk Of  
The Circuit Court Of Anne Arundel  
County Upon The Filing Of A  
Deed Of Trust.

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

BOOK 518 PAGE 209

1. **DEBTOR:** **RESIDENTIAL CONSTRUCTION, INC.**  
500 Palisades Boulevard  
Crownsville, Maryland 21032  
Attention: Arthur R. Bosley,  
President
  
2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL,**  
**F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202  
  
Attention: Commercial Lending  
Division
  
3. This Financing Statement covers and the Debtor grants and  
conveys to the Secured Party a security interest in and to  
the following:
  - a. All plant, equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings, and fixtures, and  
other chattels and personal property and replacements  
thereof, now or at any time hereafter affixed or  
attached to, incorporated in, placed upon, or in any  
way used in connection with the current or future  
utilization, enjoyment, occupation, or operation of the  
below referred to real property including by way of  
example and not by way of limitation, all lighting,  
heating, ventilating, air conditioning, incinerating,  
sprinkling, laundry, lifting and plumbing fixtures and  
equipment, water and power systems, loading and  
unloading equipment, burglar alarms and security  
systems, fire prevention and fire extinguishing systems  
and equipment, engines, boilers, ranges, refrigerators,  
stoves, furnaces, oil burners or units, communication  
systems and equipment, dynamos, transformers, motors,  
tanks, electrical equipment, elevators, escalators,  
cabinets, partitions, ducts, compressors, switchboards,  
storm and screen windows and doors, pictures,  
sculptures, awnings and shades, signs and shrubbery.

21.00  
.50  
R01 T15:20  
09/29/87  
JA

27  
L  
6752.f s

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

RESIDENTIAL CONSTRUCTION, INC.,  
A Maryland Corporation

By: Arthur K. Bosley (SEAL)  
Arthur K. Bosley,  
President

Date: September 21, 1987

TO FILING OFFICER:  
please return to:

After this Statement has been

BOOK 518 PAGE 272  
recorded,

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 6752

6752.f.s

Page 4 of 4 Pages

EXHIBIT A

BOOK 518 PAGE 273

BEING KNOWN AND DESIGNATED as Lots Numbered 37 and 40 in the subdivision known as "CROFTON ORCHARD", as per plat thereof recorded in the Land Records of Anne Arundel County in Plat Book 107, folio 29.

FINANCING STATEMENT FORM 9001

Identifying File No. 269929

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANDY, ALEX  
Address 1210 Washington Street, Hollywood, FL 33019

2. SECURED PARTY

Name THE PENN MUTUAL LIFE INSURANCE COMPANY  
Address 510 Walnut St., Phila., PA 19172

Ralph Clover, DB&R, 1100 PNB Bldg., Phila., PA 19107  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ATTACHED HERETO.  
(Mack/CIS - Sch Ref 4459)

Name and address of Assignee  
RECORD FEE 21.00  
#086930 2040 R01 T14:40  
09/29/87  
JA

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

By: ALEX DANDY  
CIS Corporation as Attorney-in-Fact

*[Signature]*  
(Signature of Debtor)

*Terry Dobbins, Corp. Counsel*  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

THE PENN MUTUAL LIFE INSURANCE COMPANY

By: *[Signature]*  
(Signature of Secured Party)

*[Signature]*  
Troy C. McClellan, AVP  
Type or Print Above Signature on Above Line

215

BOOK 518 PAGE 275

SCHEDULE A  
TO A FINANCING STATEMENT  
NAMING  
ALEX DANDY, Debtor  
AND  
THE PENN MUTUAL LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitations, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Schedule Ref No. 4459, dated August 19, 1986, to Master Equipment Lease Agreement No. M-31, dated as of December 11, 1981, between CIS Corporation, as lessor, and Mack Trucks, Inc., as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which can be removed from the Equipment without materially impairing its operations or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - the Security Agreement dated as of ~~April~~ <sup>August</sup> 1, 1987, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

BOOK 518 PAGE 276

LEASE REF. 4459

ANNEX I

Description of Equipment

The following electronic data processing equipment manufactured by Tandem Computers, Inc., and located at the respective premises of Mack Trucks, Inc. indicated on the attached schedules of equipment.

SEE ATTACHED SCHEDULES FOR DESCRIPTION AND LOCATION OF EQUIPMENT.

QTY	PROD ID	DESCRIPTION
1	304	ALX PKG'ED SYSTEM
2	3107	DISC CNTRL
1	4200	W4 TO W8 MOD-ON
2	6204-1	BIT SYNCH CONTROLLER
1	6202	BYTE SYNCH CNTRL
10	6531	CRT TERMINAL
6	5541	PRINTERS
1	6304	NSYNCH EXT. BOARD
1	7501	NSYNCH PATCH PANEL
2	7502	SYNCH PATCH PANEL
2	3401	LINE PRINTER CNTRL
2	5516	LINE PRT (600 LPM)
2	760-050	PTR CABLE-50 FT
2	55L000	BAR CODE PRIG
1	7143	I/O CABINET
1	7142	PATCH PANEL CABINET
2	31A0X	DISC CNTRL UPGRD

EQUIPMENT LOCATION: Baltimore Parts Distribution Center  
 8000 Telegraph Road  
 Severn, MD 21144

SOM/OML TORDER.1

QTY	PROD ID	DESCRIPTION
2	XXXX	TMS2 IO EXP 6HD UPGD
2	2422	TMS2 MEM MOD 2HD
2	2432	TXP MEM MOD 2HD
1	4120	V6 DISC STORAGE
2	3107	DISC CONTROLLER
1	7301	I/O POWER MODULE
1	7504	DISC PATCH PANEL
2	42C-50	DISC CONTRL CAB
16	42D-50	DISC DATA CAB

EQUIPMENT LOCATION: Baltimore Parts Distribution Center

8000 Telegraph Road  
Severn, MD 21144

FINANCING STATEMENT BOOK 518 PAGE 279

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

TRTJ Enterprises, Inc.  
Marley Station Mall  
Ritchie Highway  
Glen Burnie, MD 21061

269930

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank  
Ritchie Highway & Mountain Road  
Glen Burnie, Maryland 21061

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- 

RECORD FEE 11.00  
 RECORD TAX 490.00  
 POSTAGE .50  
 #066390 4777 R01 T13#24  
 09/29/87  
 JA

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

5. This transaction is  , is not  exempt from the recordation tax.  
Principal amount of the Debt is \$ 70,000.00

DEBTOR: TRTJ Enterprises, Inc.

*Thomas W. Read*  
Thomas W. Read, President

*Randy W. Read*  
Randy W. Read, Vice President/Sec.

AFTER RECORDATION RETURN TO:

11  
490  
50

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

BOOK 518 (250)

269931

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:  
**General Paving Corporation**  
 8747 Wellington Road  
 Manassas VA 22110
- 2. The name and address of the Secured Party (or Assignee) is:  
**First Virginia Bank**  
 6400 Arlington Boulevard  
 Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: \_\_\_\_\_
- 4. This Financing Statement covers the following types (or items) of property: (Describe)  
**One (1) 1987 White Tractor, SN 1WUBDCME9HN119306, complete,**

Located at: **8111 Annapolis Junction Road**  
**Annapolis MD 20794**  
Jessup, MD

- 5. Check the lines which apply if any, and supply the information indicated:
  - (If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_ (describe real estate)
  - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)
  - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
  - (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$\_\_\_\_\_.

RECORD FEE 11.00  
 POSTAGE .50  
 4088790 0040 R01 T14144  
 09/29/87  
 SA

Debtor(s):  
**General Paving Corporation**  
 \_\_\_\_\_  
 VICE PRESIDENT  
**Arthur Cox, Jr., Vice President**

Secured Party:  
**First Virginia Bank**  
 \_\_\_\_\_  
 By:   
 (AUTHORIZED SIGNATURE)  
**Harold V. Dellinger, II**  
**Vice President**  
 \_\_\_\_\_  
 (TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

11-20

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 2/16/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Cleary & Mary Lou DeSantos

Address 1598 Wall Dr., Pasadena, Md. 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/90

4. This financing statement covers the following types (or items) of property: (list)

KAYAK "Triple Award Winner" Swimming Pool 20 X 12 S/A-30 X 16 C/D  
Above ground swimming pool and all attached thereto

CHECK  THE LINES WHICH APPLY

6.  (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 1598 Wall Dr., Pasadena, Md. 21122

RECORDED 55E 12.00  
POSTAGE .50

#087220 0040 R01 T15:06

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

09/29/87

SA

John W. Cleary  
(Signature of Debtor)

John W. Cleary  
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Mary Lou DeSantos  
(Signature of Debtor)

Mary Lou DeSantos  
Type or Print Above Signature on Above Line

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. in charge for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

1280

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 8/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald L. & Sandra F. Jenkins

Address 8273 Washington Blvd., Jessup, Md. 20794

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9/92

4. This financing statement covers the following types (or items) of property: (list)

KAYAK ABOVE GROUND SWIMMING POOL 12x20

Above ground swimming pool and all attached thereto

RECORD FEE 12.00

POSTAGE .50

4087230-0040 R01 115:06

09/29/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 8273 Washington Blvd., Jessup, Md. 20794

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald L. Jenkins  
(Signature of Debtor)

Ronald L. Jenkins  
Type or Print Above Signature on Above Line

Sandra F. Jenkins  
(Signature of Debtor)

Sandra F. Jenkins  
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

1850

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/4/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas B. & Judy A. Greenwell

Address 82 Old Solomons Island Rd., Lothian, Md. 20711

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Sept. 1997

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - above ground - 32 X 16 - and all attached thereto

RECORD FEE 12.00

POSTAGE .50

HP97240 0040 R01 T15:07

09/29/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 82 Old Solomons Island Rd., Lothian, Md. 20711

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas B. Greenwell  
(Signature of Debtor)

Kayak Manufacturing Corp.

THOMAS B. GREENWELL  
Type or Print Above Signature on Above Line

Judy A. Greenwell  
(Signature of Debtor)

Keith Miller  
(Signature of Secured Party)

JUDY A. GREENWELL  
Type or Print Above Signature on Above Line

Keith Miller, Mgr. signing for Kayak Mfg. Corp.  
Type or Print Above Name on Above Line

12-80

FINANCING STATEMENT - FORM UCC-1

BOOK 518 PAGE 284

Identifying File No. 269935

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 7/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mark Daniel & Cynthia Denise Doran

Address 9244 Fort Smallwood Rd., Pasadena, Md., 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Md. 21061

MAILED

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Sept., 1997

4. This financing statement covers the following types (or items) of property: (list)

24x12 RECTANGLE POOL  
KAYAK AWARD WINNING

RECORD FEE 12.00

POSTAGE .50

Kayak Award Winning Swimming Pool - above ground and all attached thereto

#087250 0040 R01 715408

09/29/87

CHECK  THE LINES WHICH APPLY

6.  (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 9244 Fort Smallwood Rd., Pasadena, Md. 21122

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark Daniel Doran  
(Signature of Debtor)

Mark Daniel Doran

Kayak Manufacturing Corp.

Type or Print Above Signature on Above Line

Cynthia Denise Doran  
(Signature of Debtor)

Cynthia Denise Doran

Type or Print Above Signature on Above Line

Keith Miller  
(Signature of Secured Party)

Keith Miller, Mgr. signign for Kayak Mfg. Corp.

Type or Print Above Name on Above Line

12.50

FINANCING STATEMENT

269930

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 11,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Hardin-Right Associates, Inc. Address(es): 836 Ritchie Highway Suite 5 Severna Park, MD 21146

6. Secured Party Maryland National Bank Address: Department Documentation Follow-Up Post Office Box 987, Mailstop 011503 Baltimore, Maryland 21203

Mail in

(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 11.00  
RECORD TAX 80.50

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Hardin-Right Associates, Inc. Secured Party, Maryland National Bank

By: Stephen E. Right, Pres. (Seal) By: Constance F. Kallay (Seal)  
Type name and title, if any. Constance F. Kallay  
Assistant vice President

By: \_\_\_\_\_ (Seal) Type name and title

MARYLAND NATIONAL BANK

11  
80.50  
50

SCHEDULE A

This Schedule A is attached to and made a part of a Security Note and Agreement between Maryland National Bank and Hardin-Kight Associates, Inc. dated September 11, 1987.

Quantity	Manufacturer	Model/Description	Serial No.
1	Toshiba	1100 Computer w/2 Floppy 3.5 Drives, 640K Ram	08612723
1	Tandy	100 SX Computer	001842
1	Tandy	CM-5 RGB Monitor	526223
4	IBM	PS/2 Model 30-2 Computers/Word Processors	0026008 0026693 0023915 0027062
1	IBM	PS/2 Model 30-20 Computer/Word Processors	1153765
5	IBM	PS/2 Monochrome Monitors	0162308 0162307 0162309 0162310 0162311
1	IBM	5 $\frac{1}{4}$ " External Drive	0039232
1	Johnson Radio	8710LTR Fleet Mobile Unit	43554
1	Johnson Radio	8790-201 LTR Fleet Portable Radio	61441

BOOK  
518  
286

*Alpha E Kight, Pres.*

FILED: ANNE ARUNDEL CNTY, MD

STATE OF MARYLAND

BOOK 518 PAGE 287

FINANCING STATEMENT

Identifying File No.

269937

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JESCO CAPITAL RESOURCES CORPORATION  
Address 339 Collingwood Street, San Francisco, CA 94114

2. SECURED PARTY

Name THE PENN MUTUAL LIFE INSURANCE COMPANY  
Address 510 Walnut Street, Phila., PA 19172  
RHClover, DB&R, 1100 PNB Bldg., Phila., PA 19107  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 21.00

TOTAL 21.00

#084910 0040 R01 T14439

09/29/87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ATTACHED HERETO.

(Mack Trucks/CIS - Sch REF 4459)

Name and address of Assignee

RECORD FEE 21.00

#084920 0040 R01 T14439

09/29/87

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JESCO CAPITAL RESOURCES CORPORATION

By: John E. Sundell  
(Signature of Debtor)

JOHN E. SUNDELL, PRES.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

THE PENN MUTUAL LIFE INSURANCE COMPANY

By: LeRoy O. McClellan  
(Signature of Secured Party)

LeRoy O. McClellan, AVP  
Type or Print Above Signature on Above Line

21

SCHEDULE A  
TO A FINANCING STATEMENT  
NAMING  
JESCO CAPITAL RESOURCES CORPORATION, Debtor  
AND  
THE PENN MUTUAL LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitations, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease" - Schedule Ref No. 4459, dated August 19, 1986, to Master Equipment Lease Agreement No. M-31, dated as of December 11, 1981, between CIS Corporation, as lessor, and Mack Trucks, Inc., as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which can be removed from the Equipment without materially impairing its operations or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - the Security Agreement dated as of <sup>August</sup> April 1, 1987, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

BOOK 518 P. 280

LEASE REF. 4459

ANNEX I

Description of Equipment

The following electronic data processing equipment manufactured by Tandem Computers, Inc., and located at the respective premises of Mack Trucks, Inc. indicated on the attached schedules of equipment.

SEE ATTACHED SCHEDULES FOR DESCRIPTION AND LOCATION OF EQUIPMENT.

BALTIMORE.1		
QTY	PROD ID	DESCRIPTION
1	304	MAX PKG'ED SYSTEM
2	3107	DISC CNTRL
1	4200	U4 TO U0 ADD-ON
2	6204-1	BIT SYNCH CONTROLLER
1	6202	BYTE SYNCH CNTRL
10	6531	CRT TERMINAL
6	5541	PRINTERS
1	6304	ASYNCH EXT. BOARD
1	7501	ASYNCH PATCH PANEL
2	7502	SYNCH PATCH PANEL
2	3401	LINE PRINTER CNTRL
2	5516	LINE PRT (600 LPM)
2	760-050	PTR CAOLE-50 FT
2	59L000	BAR CODE PRIG
1	7143	I/O CABINET
1	7142	PATCH PANEL CABINET
2	31A0X	DISC CNTRL UPGRD

EQUIPMENT LOCATION: Baltimore Parts Distribution Center  
 8000 Telegraph Road  
 Severn, MD 21144

SOM/DAL ORDER. 1  
 QTY PRD ID DESCRIPTION

2	XXXX	TMS2 IO TYP 6MB UP GD
2	2422	TMS2 MEM MOD 2MB
2	2432	TYP MEM MOD 2MB
1	4120	U0 DISC STORAGE
2	3107	DISC CONTROLLER
1	7301	I/O POWER MODULE
1	7504	DISC PATCH PANEL
2	42C-50	DISC CNTRL CAB
16	42D-50	DISC DATA CAB

EQUIPMENT LOCATION: Baltimore Parts Distribution Center  
 8000 Telegraph Road  
 Severn, MD 21144

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$...1.1.,0.00.,00

1. Name of Debtor(s): NB Engineering, Inc  
Address: 2124 Priest Bridge Drive, Ste 15  
Crofton, Maryland 21114

269938

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages, and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 77.00  
POSTAGE .50

W087540 0040 R01 T15:31

09/29/87

JA

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): NB Engineering, Inc

.....  
*Ralph LaBarge*  
.....  
Ralph LaBarge, President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Barbara Newell*  
.....  
Barbara Newell, Branch office  
(Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11  
77  
50

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....8,200.00

1. Name of Debtor(s) Thomas K. Lo T/A East West Chiropractic Clinic  
Address:

269939

1438 Defense highway  
Gambrills, Maryland 21054

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 12.00  
RECORD TAX 59.50  
POSTAGE .50

3. This Financing Statement covers the following types (or items) of property: EQUIPMENT: All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to that which is described in any separate schedule attached hereto or at anytime delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. INVENTORY: All of the inventory of the Debtor of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and ~~xxx~~ additions thereto and all proceeds and products thereto in any form whatsoever. ACCOUNTS: All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

8057550 0040 R01 T15431

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

09/29/87

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):  
*Thomas K. Lo*  
*Brenda K. Babitt-Lo*

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
*Barbara A. Newell*  
By: *Barbara A. Newell*  
Barbara A. Newell, Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

17,300.50

518-294

EXHIBIT C-1

TO BE RECORDED  
AMONG THE FINANCING  
STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

269940

Maryland Uniform Commercial Code

FINANCING STATEMENT

1. Debtor: ANNAPOLIS PIZZA, INC.  
7311-A Gallatin Street  
West Lanham Hills, Maryland 20784

2. Secured  
Party: CITIZENS BANK AND TRUST  
COMPANY OF MARYLAND  
6200 Baltimore Boulevard  
Riverdale, Maryland 20737

RECORD FEE 11.00

POSTAGE .50

#081700 0040 R01 715:52

3. This Financing Statement covers the following types of property:  
All equipment, furniture, furnishings, fixtures, and other miscellaneous personal  
property as well as accessions and replacements thereto located at or affixed  
to the property and improvements described in Exhibit A hereto.

09/29/87

4. The proceeds and products of the collateral described in paragraph 3  
are covered by the Financing Statement.

Debtor:  
ANNAPOLIS PIZZA, INC.

Secured Party:  
CITIZENS BANK AND  
TRUST COMPANY OF  
MARYLAND

By: Shawn L. Deignan

By: Harry F. Brietbach

TO THE FILING OFFICER:

After this statement has been recorded, please mail to:

Mr. Harry F. Brietbach  
Citizens Bank and Trust  
Company of Maryland  
6200 Baltimore Boulevard  
Riverdale, Maryland 20737

B01225DB.EXH

1150

BOOK 518 295

269941

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Anne Arundel County

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
J. Marley Corporation		6027 Ritchie Hwy.,	Baltimore, MD	21225
		& 6007 Olson Road,	Baltimore, MD	21225

Name of Secured Party or assignee	No.	Street	City	State
ITT COMMERCIAL FINANCE CORP.		1020 Laurel Oak Corp. Center,	P.O. Box 446, Voorhees, NJ	08043

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitution, accessories, and equipment therefor, and replacements and proceeds.

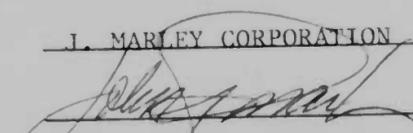
RETURN TO:

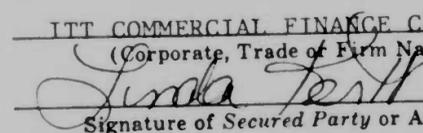
(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

J. MARLEY CORPORATION  
  
PRESIDENT - John Marley  
 (Type or print name under signature)

ITT COMMERCIAL FINANCE CORP. (Seal)  
 (Corporate, Trade or Firm Name)  
  
Signature of Secured Party or Assignee  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

RECORD FEE 11.00  
 POSTAGE .50  
 087730 0040 R01 T15:53  
 09/29/87

Handwritten marks: "11" and "D"

269942

CROSS INDEX

TO BE } ~~RECORDED~~ IN LAND RECORDS }  SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE } }  NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

MARY F. CRILLEY  
Name or Names—Print or Type

442 ROGERS AVE CLEN BURNIE AA MD 21061  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

SEARS ROEBUCK & CO  
Name or Names—Print or Type

6650 KITCHIE HWY CLEN BURNIE AA, MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

7 INSTALLED INSULATED ALL VINYL REPLACEMENT WINDOWS AND WINDOWS WRAPPED WITH ALUMINUM TRIM

4. If above described personal property is to be affixed to real property, describe real property.

END OF GROUP HOME  
442 Rogers Ave.  
Clen Burnie Md. 21061  
(Anne Arundel County)

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

RECORD FEE 13.00  
POSTAGE .50  
#087740 0040 R01 T15:54

DEBTOR(S):

Mary Crilley  
(Signature of Debtor)

MARY F. CRILLEY  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:

SEARS, ROEBUCK & CO  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

09/29/87

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1350

CROSS INDEXED

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506 Page No. 179  
Identification No. 265169 Dated 12/16/86

1. Debtor(s) { Ronald L. Jordan and Kathryn M. Jordan  
Name or Names—Print or Type  
7652 Third Ave. Glen Burnie Md. 21061  
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 13.00  
POSTAGE .50  
#057750 0040 R01 T15455  
09/29/87



Dated: 9/22/87 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

AA Althouse  
13.50

CROSS INDEXED

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471

Page No. 427

Identification No. 251260

Dated 3/15/84

1. Debtor(s) { George S. and Juanita B. Toth  
Name or Names—Print or Type  
504 Monroe Cr. Glen Burnie Md. 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 13.00

POSTAGE .50

4057240 0040 R01 T15:55

09/29/87

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>



Dated: 9/22/87

Sears, Roebuck and Company  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

AA 13.00

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497

Page No. 92

Identification No. 261381

Dated 4/21/86

1. Debtor(s) { Catherine A. Sheridan and Beverly B. Ferguson  
Name or Names—Print or Type  
9267 Ft. Smallwood Rd. Pasadena Md. 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation .....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00  
POSTAGE .50  
#097770 0040 R01 T15#56  
09/29/87



Dated: 9/22/87

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

AA  
13.50

BOOK 518 PAGE 300

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 015  
Identification No. 260058 Dated January 21, 1986

1. Debtor(s) Good Tidings, Incorporated  
Name or Names—Print or Type  
700 Evelyn Avenue, Linthicum Heights, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland  
Name or Names—Print or Type  
25 S. Charles Street, Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>

Please change debtor name  
From: Good Tidings, Incorporated  
To: Commerce, Inc

RECORD FEE 10.00  
POSTAGE .50  
#087790 0040 R01 715157  
09/29/87  
JA

Dated: 9/11/87 The First National Bank of Maryland  
Name of Secured Party  
Thomas B. Freeze  
Signature of Secured Party  
Thomas B. Freeze  
Type or Print (Include Title if Company)

UCC 1216 (b)

1056

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 360 Page No. 373  
Identification No. 204123 Dated August 12, 1976

1. Debtor(s) Commerce Distributors, Inc.  
Name or Names—Print or Type  
700 Evelyn Avenue, Linthicum Heights, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland  
Name or Names—Print or Type  
25 S. Charles Street, Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>

Please change debtor name  
From: Commerce Distributors, Inc.  
To: Commerce, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#097800 0040 R01 T15:57  
09/29/87



Dated: 9/14/87 The First National Bank of Maryland  
Name of Secured Party  
Thomas B. Freeze  
Signature of Secured Party  
Thomas B. Freeze, V.P.  
Type or Print (Include Title if Company)

10.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496 Page No. 394  
Identification No. 261122 Dated April 3, 1986

1. Debtor(s) { Commerce Electric Supply, Inc.  
Name or Names—Print or Type  
{ 700 Evelyn Avenue, Linthicum Heights, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names—Print or Type  
{ 25 S. Charles Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>

Please change debtor name

From: Commerce Electric Supply, Inc.  
To: Commerce, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#087810 0040 R01 T15:57

09/29/87  
M

Dated: 9/14/87  
The First National Bank of Maryland  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Thomas B. Freeze V.P.  
Type or Print (Include Title if Company)

1080

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437 Page No. 237  
Identification No. 237746 Dated May 5, 1981

1. Debtor(s) Commerce Electric Supply, Inc.  
Name or Names—Print or Type  
700 Evelyn Avenue, Linthicum Heights, MD 21090  
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland  
Name or Names—Print or Type  
25 S. Charles Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>

Please change debtor name

From: Commerce Electric Supply, Inc.  
To: Commerce, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#057820 0040 R01 T15:58  
09/29/87  
36

Dated: 9/14/87

The First National Bank of Maryland  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Thomas B. Freeze VP  
Type or Print (Include Title if Company)

1050

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

BOOK 518 PAGE 304

FINANCING STATEMENT

DATE: September 23, 1987

269943

(  ) Not Subject to Recordation Tax

(  ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S):

ADDRESS: James F. Smith, Jr.  
1600 New Windsor Court  
Crofton, Maryland 21114

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

<u>QTY</u>	<u>DESCRIPTION</u>
1	Compaq Portable II Computer

RECORD FEE 11.00  
POSTAGE .50  
8087840 0040 R01 715459  
09/29/87  
JA

DEBTOR(S):

SECURED PARTY:

\_\_\_\_\_  
(Company Name)  
BY: [Signature]  
James F. Smith, Jr.

ANNAPOLIS FEDERAL SAVINGS BANK

BY: \_\_\_\_\_  
BY: \_\_\_\_\_

BY: [Signature]  
(Authorized Signature)  
Robert E. Mann  
Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.50

FEDERAL EXPRESS  
841181

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Fil

269895

518 PAGE 305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

Not subject to recordation tax pursuant to Md. Tax-Property Code Ann. § 12-108(k)

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donner, Lon A. (See attached list for additional Joint Debtor)

Address 1913 Hidden Meadow Lane, Annapolis, MD 21401

2. SECURED PARTY

Name The Penn Insurance and Annuity Company

Address 530 Walnut Street

Philadelphia, PA 19172

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached pages.

For information purposes only, the Collateral may be located at premises of: SEE ATTACHED PAGES.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 98.00

POSTAGE .50

#087570 0040 R01 T15#32

09/29/87

JA

DOVER ASSET GROUP, INC. (Signature of Debtor)

AGENT FOR LON A. DONNER

NOR Type of Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Title: Vice-President

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BOOK ~~64~~ ~~41~~

BOOK 518 PAGE 308

Monaghan, Edward P.  
1284 Richie Highway  
Arnold, MD 21012

AUG 5 1987 13:53 DOVER ASSET GROUP N.B.

BOOK

518 PAGE 3017  
MELISSA  
Carbin

## ADMINISTRATION AGREEMENT

This Agreement is entered into as of the 30th day of December 1985, by and among Dover Asset Group, Inc., a California corporation, having its principal place of business at 4621 Teller Avenue, Suite 150, Newport Beach, California 92660 (the "Program Manager"), and each of the persons identified in Schedule A hereto (individually, a "Co-Owner," and collectively, the "Co-Owners").

*Whereas*, each Co-Owner has executed a Subscription Agreement to purchase an undivided interest as a tenant-in-common in the Equipment; *Need to see*

*Whereas*, immediately after entering into this Agreement, the Co-Owners will purchase undivided interests as tenants-in-common in the Equipment from the Seller and accept assignment of Seller's rights under the Main Lease; and

*Whereas*, the Co-Owners desire (1) to appoint the Program Manager their agent to enter into the transactions referred to in paragraph B, and (2) to grant the Program Manager certain powers to administer and oversee the leasing and sale of the Equipment. The Program Manager desires to accept the duties referred to above.

NOW, THEREFORE, the Co-Owners and the Program Manager agree as follows:

### ARTICLE I

#### DEFINITIONS

Unless the context requires otherwise, terms written in this Agreement with initial capital letters and which are not otherwise defined herein shall have the same meaning as is given them in the Confidential Private Placement Memorandum for Dover Equipment Leasing Co-Ownership Program-5, dated September 30, 1985.

### ARTICLE II

#### ACQUISITION AND LEASING OF EQUIPMENT

2.01 *Consummation of Transactions.* Pursuant to the powers of attorney contained in Article XV, the Co-Owners hereby authorize and direct the Program Manager to act on their behalf and in their stead:

(a) To execute and deliver (i) the Purchase Documents, (ii) any document necessary to obtain the consent of the holder of a lien on the Equipment, (iii) the Chattel Mortgage and any other financing statement, continuation statement or other document necessary to protect the security interest of any entity in the Equipment, (iv) assignment of the Main Lease and (v) each document referred to in the Purchase Documents and the Main Lease; and

(b) To accept delivery of and to acquire and lease the Equipment as contemplated by the Purchase Documents and the Main Lease and to accept delivery of the Bill of Sale, any invoices covering the Equipment and an assignment of Seller's interest as lessor under the Main Lease.

All such documents shall be substantially in the form attached as Exhibits to the Memorandum.

2.02 *Payment.* The Co-Owners shall deliver the cash and notes called for in their Subscription Agreements (total \$108,695 per Unit) to provide the Program Manager with sufficient funds to enable the Program Manager to pay to the Seller on the Closing Date the amounts required to be paid at that time pursuant to the Purchase Documents.

### ARTICLE III

#### ADMINISTRATION OF THE PROGRAM

3.01 *Program Manager's Powers and Duties.* The Co-Owners authorize and direct, and the Program Manager agrees to do each of the following:

(a) Subject to the terms of this Agreement, to exercise the rights and perform the duties of the Co-Owners as lessors under the Main Lease and as the makers of the Equipment Notes;

BOOK 518 PAGE 308

(b) To give to each Co-Owner notice of any default with respect to such Co-Owner under the Main Lease or under his Equipment Note, and to transmit to each Co-Owner a copy of any notice received with respect to the Main Lease or to his Equipment Note;

(c) To execute and deliver, on behalf of the Co-Owners, such loan agreements, notes, security instruments and other instruments and documents, together with any substitutions therefor, amendments thereto and replacements thereof, as necessary or appropriate to complete the transactions contemplated in the Purchase Documents and the Main Lease;

(d) In accordance with the provisions of the terms of the Main Lease and the Equipment Notes, to perform administrative and management services with respect to the Equipment, as directed in this Agreement or by Co-Owner Consent;

(e) Subject to the terms of the Leases, to generally monitor the operation of the Equipment;

(f) To monitor the operations of and performance by the Lessee under the Main Lease and to enforce collection of the rent and any other amounts due and payable under the Main Lease or with respect to the Equipment;

(g) To monitor the maintenance of insurance to the extent required under the Main Lease with respect to the Equipment, including, without limitation, insurance against (i) personal liabilities including property damage and personal injury and (ii) loss of or damage to the Equipment;

(h) To make arrangements for the disposition of the Equipment after the termination of the Main Lease and to execute, after obtaining Co-Owner consent, any documents relating to the sale or re-lease of the Equipment after the termination of the Main Lease;

(i) Act as agent for receipt of service of process against the Co-Owners in connection with the ownership, management or operation of the Equipment;

3.02 *Events of Default.* In the event the Program Manager shall have knowledge of an Event of Default, the Program Manager shall take such immediate action as it deems appropriate to protect the interest of the Co-Owners with respect to such Event of Default, subject, however, in all respects to obtaining Co-Owner consent within a reasonable time after taking such action.

3.03 *Copies of Notices, etc.* The Program Manager shall deliver to each Co-Owner a copy of any written notice that it has received pursuant to the Equipment Notes or the Main Lease, or of any legal or tax proceedings instituted against the Program Manager or the Co-Owners with respect to the Main Lease or the Equipment.

3.04 *Co-Owner Consent.* Except as otherwise provided in this Agreement, where any direction, consent or other action of the Co-Owners ("Co-Owner Consent") is required to be given or taken hereunder, such direction, consent or action shall require the concurrence in writing of Co-Owners owning at least two-thirds of the Units, provided, however, that if the Program Manager shall not have received a response from any Co-Owner with respect to a proposed action within ten days after giving notice of such proposed action, such Co-Owner shall be deemed to have consented to such action.

#### ARTICLE IV

##### THE PROGRAM MANAGER

4.01 *No Partnership, Joint Venture, Etc.* The Co-Owners expressly acknowledge that this Agreement and other similar agreements among them are not intended to create a partnership, joint venture, association or other entity among the Co-Owners, the Lessee or any sub-lessee, owners of other equipment or the Program Manager or any combination of two or more of them. Unless the Program Manager receives Co-Owner Consent to the contrary, the Program Manager shall not take any action or engage in any course of dealing that would suggest or create an inference that there is any understanding or agreement between owners of other equipment or the Co-Owners or that such owners are acting collectively or as an entity, and the Program Manager shall use its best efforts to assure that no silence or failure to act on its part creates or sustains any such suggestion or inference.

BOOK 515-309

4.02 *Limitations on Powers.* Anything in this Agreement to the contrary notwithstanding, the Program Manager is not empowered or authorized (a) to enter into any material amendment, modification, or termination of the Main Lease, other than pursuant to those administrative powers as provided for in the Main Lease or in this Agreement; (b) to borrow money or execute notes or other instruments of indebtedness binding the Co-Owners (except as set forth in Article III; or (c) without in any way limiting the generality of the foregoing, to make any non-ministerial management decisions, or to incur or authorize any expenditure or commitment outside of the ordinary course of the holding, conserving and collecting income with respect to the Co-Owners' ownership interests in the Equipment, except after receiving Co-Owner Consent thereto.

4.03 *Monies Received.* The Program Manager shall have no liability or responsibility under this Agreement with respect to moneys except to the extent that moneys are actually received by the Program Manager. No moneys received hereunder need be segregated except to the extent required by law, and the Program Manager shall not be liable for any interest thereon. The Co-Owners severally agree to indemnify, protect and keep harmless the Program Manager from and against any and all liabilities, obligations, damages, costs and expenses incurred by or imposed upon the Program Manager with respect to any payments made or deposits of any monies under this Agreement.

4.04 *Reliance on Signatures and Certificates; Use of Attorneys and Accountants.* The Program Manager shall incur no liability to any Co-Owner in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Program Manager may accept a copy of a resolution of the board of directors of any corporation, certified by the secretary or an assistant secretary of the corporation as duly adopted and in full force and effect, as conclusive evidence that the resolution has been duly adopted by the Board and that it is in full force and effect. As to any fact or matter the manner or ascertainment of which is not specifically described in this Agreement, the Program Manager may for all purposes rely on a certificate, signed by or on behalf of the proper party executing the certificate, as to such fact or matter, and the certificate shall constitute full protection to the Program Manager for any action taken or omitted to be taken in good faith in reliance thereon. The Program Manager may execute any of the powers granted under this Agreement and perform its powers and duties directly or through other agents or attorneys. The Program Manager shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsel, accountants or other skilled persons.

4.05 *Actions of Program Manager as Agent.* In accepting the obligations and the relationship created by this Agreement, the Program Manager shall act solely as an agent of the Co-Owners and not in its individual capacity. All persons, other than the Co-Owners, having any claim against the Program Manager by reason of the transactions contemplated by this Agreement shall look only to the Co-Owners for payment or satisfaction thereof.

4.06 *Good Faith Required.* Notwithstanding the foregoing provisions of this Article IV, the Program Manager shall conduct the affairs described herein in the best interests of the Co-Owners and shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Co-Owners.

## ARTICLE V

### RESPONSIBILITY OF PROGRAM MANAGER

The Co-Owners acknowledge that the Program Manager may engage in other unrelated or competing businesses and may manage other equipment purchased by other investors pursuant to one or more agreements similar to this Agreement and also may act as a general partner or trustee of various partnerships or trusts that invest in and own equipment similar to the Equipment. The Co-Owners also acknowledge that the Program Manager may receive from owners of other equipment compensation in connection therewith, and they acknowledge and agree that the Program Manager's services for, obligations to and rights with respect to the Co-Owners and the owners of other equipment are several. Any actions taken by the Program Manager on behalf of the owners of other equipment will be taken as agent for such owners severally and individually, either naming such owners or naming the

800 518 310

Program Manager as agent for undisclosed several and individual principals. The Program Manager shall devote so much of its time and efforts to the performance of its services under this Agreement as in its reasonable judgment is necessary or desirable.

#### ARTICLE VI

##### RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE EQUIPMENT

6.01 *Application of Offering Proceeds.* The proceeds received by the Program Manager from the offering shall be allocated as described in the Memorandum for the purchase of the Equipment.

6.02 *Application of Main Lease Rentals.* Except as otherwise provided in Section 6.03 or 6.05 and subject to the terms and conditions of the Equipment Notes, the Program Manager shall apply each payment received by it under the Main Lease, or otherwise with respect to the leasing or sale of the Equipment, as follows:

(a) *First*, to payment in full of the principal of and interest on the Equipment Notes, to the extent then due and not in prepayment, or to repay any loan described in Section 3.01(c);

(b) *Second*, to payment of the cost of administering the Main Lease, this Agreement and any outstanding debts and obligations of the Co-Owners, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of administering the Main Lease, but only to the extent that there are insufficient funds reserved under this Agreement for such purpose; and

(c) *Third*, the balance, if any, shall be paid to the Co-Owners ratably in proportion to the number of Units they own.

6.03 *Application of Payments in Respect of Lessee's Indemnity.* Each payment received by the Program Manager from the Lessee pursuant to the Lessee's indemnities contained in the applicable sections of the Main Lease, to the extent such sums are not paid under the Equipment Notes, shall be applied:

(a) *First*, to any cost, expense, liability or loss suffered by the Co-Owners or Program Manager; and

(b) *Second*, to payment to, or as directed by, the Co-Owners ratably in proportion to the number of Units they own.

6.04 *Application of Other Payments.* Any payment received by the Program Manager, other than payments referred to in the other Sections of this Article VI, for which provision as to the application thereof is made in the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement, shall be applied to the purpose for which such payment was made in accordance with the terms of the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement. Any payment received by the Program Manager for which no provision as to the application thereof is made in the Main Lease, the Equipment Notes, the Subscription Agreements or this Agreement shall, unless Co-Owner Consent has been given for another procedure, be applied as follows:

(a) *First*, to payment of the cost of administration of the Main Lease, this Agreement and any outstanding debts and obligations of the Co-Owners, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of the operations of the Program, but only to the extent that there are insufficient funds reserved under this Agreement for such purpose; and

(b) *Second*, the balance, if any, shall be paid to the Co-Owners ratably in proportion to the number of Units they own.

6.05 *Application of Monies After Default.* Any payment received or amount realized by a Co-Owner after an Event of Default under his Equipment or Investor Note shall have occurred and be continuing (including any amount realized by the Program Manager or the Co-Owner from the exercise of any remedies pursuant to the relevant sections of the Main Lease), as well as all funds then held or thereafter received by the Program Manager as part of such Co-Owner's share of income from the Equipment, while such Event of Default shall be continuing, shall be applied as follows:

(a) *First*, that portion of any sums available for distribution pursuant to this Section 6.05 as shall equal the lesser of (i) the aggregate amount of all such sums, or (ii) the unpaid principal amount of the Equipment Note and Investor Note declared to be due and

BOOK 518-1311

date of distribution—plus all other amounts owing under such Notes shall be paid in discharge or partial discharge of the obligations under and pursuant to such Notes;

(b) *Second*, to payment of the defaulting Co-Owner's share of the costs of administration of the Main Lease, this Agreement and any outstanding debts and obligations of such Co-Owner, including the fees owed to the Program Manager and such sums as may be advanced by the Program Manager to cover the costs of the operation of the Program; and

(c) *Third*, all amounts remaining after payment in full of the amounts required to be paid in accordance with subsections (a) and (b) shall be applied to payment to, or as directed by, the defaulting Co-Owner.

6.06 *Application of Lease Payments After Payment of Equipment Notes.* Except as otherwise provided in Sections 6.03 and 6.05: (a) all payments received and amounts realized by the Program Manager under the Main Lease or otherwise with respect to the Equipment (including, without limitation, all payments received upon the sale of the Equipment after termination of the Main Lease) to the extent received or realized at any time after payment in full of the principal of, and interest on, the Equipment Notes plus all other amounts owing to the holder of the Equipment Notes, and (b) monies not included in subsection (a) of this Section 6.06 or remaining after payment in full of amounts required to be paid in accordance with subsection (a) above, shall be applied:

(i) *First*, to the reimbursement of the Program Manager for all fees and expenses not already reimbursed under this Agreement, the Main Lease or otherwise, and

(ii) *Second*, to payment to, or as directed by, the Co-Owners ratably in proportion to their respective Units.

6.07 *Equipment Notes Control.* Notwithstanding anything in this Article VI to the contrary, any payments and amounts held by the Program Manager that are required to be distributed in a manner specified in the Equipment Notes shall be distributed in such manner.

6.08 *Payments to the Co-Owners.* The Program Manager shall cause to be remitted to each Co-Owner his pro rata share of the net proceeds, if any, from operation of the Equipment after all required cash obligations of each Co-Owner under this Agreement have been paid, including the expenses provided for in Article VII whenever the amount of such net proceeds equals or exceeds twenty-five dollars per Unit.

## ARTICLE VII

### INDEMNIFICATION OF PROGRAM MANAGER

The Program Manager shall not be liable to the Co-Owners for any act or omission done in good faith and within the scope of authority conferred by this Agreement that does not amount to willful misconduct or gross negligence. The Co-Owners hereby agree to indemnify the Program Manager against any and all claims, actions, suits, demands, judgments, costs, expenses and disbursements (including, without limitation, attorneys' fees and expenses) asserted against the Program Manager by or in favor of any person or entity not a party to this Agreement, arising out of or in connection with the operation, use, ownership, storage, maintenance, repair, lease or sale of the Equipment, all taxes with respect thereto and the Program Manager's performance of its services under this Agreement, unless caused by the willful misconduct or gross negligence of the Program Manager; provided, however, that (a) the Program Manager shall promptly notify the Co-Owners of any claim or litigation to which the foregoing indemnity may be applicable; and (b) the Program Manager shall not settle any claim or litigation or confess or consent to the entry of any judgment or willfully default in any litigation to which the foregoing indemnity may be applicable, except pursuant to Co-Owner Consent

## ARTICLE VIII

### COMPENSATION AND EXPENSES

8.01 *Program Manager's Fee.* The Co-Owners agree that the Program Manager will be entitled to receive compensation for the administrative services described in this Agreement \$165 per Unit per year beginning in 1986 as a general and administrative fee (the "Program Manager's Fee"). This amount includes an administration fee for establishing and

BOOK 518 REC-312

maintaining the books and records pertaining to the administration of the Equipment and the Main Lease, making such inspections of the Equipment and the books and records of the Lessee as the Program Manager may from time to time deem necessary or desirable, and performing similar functions. All other expenses of administration, including annual accounting and other expenses and any out-of-pocket expenses of the Program Manager, shall be payable by the Co-Owners.

8.02 *Remarketing Fee.* The Co-Owners agree that the Program Manager shall be entitled to receive as compensation for remarketing services performed hereunder an amount equal to twenty-five percent of rents received with respect to the Equipment after termination of the Main Lease and fifteen percent of the proceeds of sale of the Equipment. Such rents and proceeds of sale shall be calculated on the gross amounts received for rentals or sales, as the case may be, from third parties prior to deductions of any expense of the Program Manager or the Co-Owners.

## ARTICLE IX

### RECORDS AND REPORTS

9.01 *Books and Records.* The Program Manager shall keep books of account in which shall be entered fully and accurately each transaction consummated by the Program Manager with respect to the Equipment. All such books shall be open to inspection and examination by the Co-Owners or their representatives by appointment during normal business hours and any Co-Owner may cause an audit thereof at his own expense. The Program Manager may retain independent accountants on behalf of the Co-Owners, who shall prepare any statement or report that may be required to be made or filed with respect to any taxes, fees or charges that are based on, or are measured by, the gross or net income, gains, gross receipts or net worth of the Equipment. The Program Manager shall send to each of the Co-Owners a copy of any such statement or report. The Program Manager shall execute, deliver or file such statement or report and any instruments, documents or certificates incidental thereto, provided that the same are acceptable to the Program Manager and its counsel. All costs and expenses incurred in connection with the preparation and filing of any of the foregoing shall constitute a portion of the costs of administration referred to in Section 6.02(b). Nothing in this Section 9.01 or any other provision of this Agreement shall impose upon the Program Manager an obligation to provide or prepare periodic statements of the financial position or results of operation or any opinion of independent accountants as to any financial statements that may be provided.

9.02 *Reporting.* The Program Manager shall submit to the Owners within ninety days of the end of each calendar year during the term of this Agreement an annual report of the operations and status of the Equipment including an accounting of all Receipts and expenditures during such calendar year.

9.03 *Bank Accounts.* (a) The Program Manager shall open and maintain one or more bank accounts in its name for the benefit of the Co-Owners. Such accounts may include (i) demand deposit or money-market accounts in which shall be deposited the Co-Owners' contributions, for application in accordance with the terms of this Agreement, (ii) demand deposit or money-market accounts in which shall be deposited the receipts, as received, pending distribution in accordance with the terms of this Agreement, (iii) demand deposit or money-market accounts in which shall be deposited loan proceeds, as received, pending distribution, and (iv) such other bank accounts as the Program Manager deems necessary or the Co-Owners may direct.

(b) If at any time the Program Manager is holding cash belonging to the Co-Owners, and until such cash is paid to the Co-Owners or applied as required under this Agreement, the Program Manager may invest such cash in short-term government securities, certificates of deposit, interest-bearing deposits in banks and savings and loan associations, bankers' acceptances and repurchase agreements, time deposits and obligations of, or guaranteed or insured by, the United States government or its agencies, or any money-market fund investing in any of the foregoing.

BOOK 518 PAGE 313

## ARTICLE X

## THE CO-OWNERS

10.01 *Failure to Pay Expenses, etc.* If a Co-Owner fails to pay his pro rata share of any expense or cost relating to the Equipment, the Program Manager may withhold distributions from the Co-Owner and deduct therefrom his share of such expense or cost.

10.02 *Liability of the Co-Owners.* (a) The liability of the Co-Owners shall be several and not joint or collective. Each Co-Owner shall be responsible only for his obligations as set forth in this Agreement, his Equipment Note, the Chattel Mortgage, his Investor Note and his Investor Security Agreement and only for his share of expenses and obligations in connection with the ownership, management, repair, leasing and operations of the Equipment as well as third-party claims in respect thereof.

(b) All costs and liabilities incurred in the purchase, lease, management and operation of the Equipment shall be borne and paid for, and all Equipment acquired by the Program Manager on behalf of the Co-Owners shall be owned by each Co-Owner in proportion to the number of Units he owns.

10.03 *No Right to Partition.* Each Co-Owner hereby waives any right to judicial partition of the Equipment or any part thereof.

## ARTICLE XI

## TERM

11.01 *Term of Agreement.* This Agreement shall remain in full force and effect until December 31, 1996, unless the Co-Owners elect to terminate this Agreement before that date; provided, however, that this Agreement shall terminate upon a sale of all of the Equipment, subject to the administrative duties to be performed relating to such sale and termination.

11.02 *Survival of Certain Obligations.* Notwithstanding any termination or revocation of this Agreement pursuant to this Article XI, the following obligations shall survive such termination and revocation: (a) the Co-Owners' obligations for the payment of costs, liabilities and expenses, and the effectiveness and enforcement of liens with respect to the Co-Owners' purchase of their Units incurred or arising pursuant to the Subscription Agreements existing on the date of this Agreement or arising prior to cancellation, and (b) the Co-Owners' obligations to pay in full all amounts due under their Notes.

11.03 *Accounting on Termination.* Upon termination of this Agreement, the Program Manager shall make a full and proper accounting of the assets, liabilities and operations of the Program, as of and through the completion of such termination.

## ARTICLE XII

## REPRESENTATIONS AND WARRANTIES OF THE CO-OWNERS

The Co-Owners acknowledge that the Program Manager will make representations to the Seller under the Purchase Documents and to the Lessee under the Main Lease. Each Co-Owner hereby ratifies and adopts such representations as if he had made them himself.

## ARTICLE XIII

## TRANSFER AND ASSIGNMENT OF UNITS

Each Co-Owner shall have the right to assign or transfer all or any part of his Units and his rights under this Agreement to any other person by written instrument signed by such assignee, stating that such assignee accepts and adopts all of the terms and provisions of this Agreement, the Co-Owner's Agreement, the Purchase Documents and the Main Lease. Upon receipt by the Program Manager of a copy of the aforementioned written instrument of transfer or assignment, and a copy of an opinion of counsel satisfactory to the Program Manager to the effect that the transfer does not violate any state or federal securities laws and could not adversely affect the exemption from registration pursuant to which the Units were initially offered and sold, such transferee shall succeed to all of the rights, obligations

and liabilities of a Co-Owner under this Agreement to the extent of the Units acquired by such transferee.

#### ARTICLE XIV

##### SUCCESSOR PROGRAM MANAGER

14.01 *Resignation of Program Manager.* The Program Manager may resign at any time without cause by giving at least ninety days' prior written notice to the Co-Owners. However, such resignation shall not be effective until the date of appointment of a successor program manager as provided in Section 14.03. The Program Manager shall not be liable for any damages to the Co-Owners caused by his resignation in accordance with this Section 14.01 or for the return of any fees received by it prior to delivery of the notice contemplated by this Section 14.01.

14.02 *Removal of Program Manager; Appointment of Successor.* The Program Manager may be removed at any time, with or without cause, by an instrument in writing from the Co-Owners holding a majority of the Units, designating a successor program manager and delivered to the Program Manager, such removal to be effective upon the acceptance by the successor program manager of the appointment under Section 14.03.

14.03 *Successor Program Manager.* In case of the death, adjudication of legal incompetence, resignation, dissolution, removal or bankruptcy of the Program Manager or any successor program manager, the Co-Owners shall use their best efforts to appoint a successor program manager by a written instrument signed by Co-Owners holding a majority of the Units. If a successor program manager shall not have been appointed within thirty days after such death, adjudication of legal incompetence, resignation, removal or bankruptcy, any Co-Owner may apply to any court of competent jurisdiction to appoint an interim successor program manager to act until such time, if any, that a successor program manager is appointed as provided above. Any interim program manager so appointed shall immediately and without further act be superseded by any successor program manager appointed as provided above. Any successor program manager, whether appointed by a court or by the Co-Owners, shall execute and deliver to the Co-Owners an instrument accepting such appointment, and thereupon such successor program manager, without further act, shall become vested with all the estates, properties, rights, powers, duties and indemnities of the predecessor program manager as if originally named herein as the Program Manager. Any successor program manager selected or appointed in accordance with this Section 14.03 shall, in lieu of any statutory compensation to which he may otherwise be entitled, receive such compensation for these services as shall be approved by the Co-Owners. No bond shall be required by any Program Manager serving hereunder.

#### ARTICLE XV

##### POWER OF ATTORNEY

By execution of this Agreement, each Co-Owner, individually, as a Co-Owner of an undivided interest in the Equipment, hereby irrevocably makes, constitutes, and appoints the Program Manager and its substitutes his true and lawful attorney-in-fact and authorizes the Program Manager in the name of the Co-Owner to execute all documents and to do all things and exercise all powers granted under this Agreement, including, but not limited to, those set forth in Articles II and III. This is a special power of attorney for the purposes set forth in this Article XV and is coupled with an interest. The Program Manager may execute any document pursuant to this Power of Attorney either by separately executing it on behalf of each individual Co-Owner or by executing it once on behalf of all of the Co-Owners. Each Co-Owner covenants on behalf of himself and his heirs, executors, administrators and other personal representatives, that all acts of the Program Manager as attorney-in-fact shall be confirmed even if done after the death of such Co-Owner.

BOOK 518 PAGE 315

## ARTICLE XVI

## MISCELLANEOUS

16.01 *Ministerial Matters.* If the Program Manager determines, in its reasonable business judgment, that certain ministerial actions with respect to the Equipment or the Main Lease would be in the best interest of the Co-Owners, the Program Manager may take such action without notifying the Co-Owners or obtaining Co-Owner Consent.

16.02 *Notices.* Unless and until the Program Manager gives notice to the contrary to the Co-Owners, any notice, request, demand, statement or other communication provided for in this Agreement shall be in writing and shall be deemed to have been duly given or delivered on the day mailed if deposited, postage prepaid, in the United States mail, certified or registered, return receipt requested, directed to the parties at the addresses listed on Schedule A hereto (or such other address of which any party may have given written notice to the others). All communications to the Program Manager should be delivered to Dover Asset Group, Inc., 4621 Teller Avenue, Suite 150, Newport Beach, California 92660.

16.03 *Successors and Assigns.* Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto. Nothing contained in this Agreement, express or implied, shall be deemed to confer on any person, other than the parties hereto or their respective heirs, successors, legal representatives, or assignees, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

16.04 *Article and Section Headings.* The Article and Section headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16.05 *Choice of Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed therein without giving effect to its principle of conflicts of laws.

16.06 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

16.07 *Gender; Number.* Unless the context requires otherwise, (a) references in this Agreement to the masculine gender include the female and the neuter and (b) references to the singular include the plural and vice versa.

16.08 *Counterpart Execution.* This Agreement may be executed by the parties in one or more counterparts, and all such counterparts shall constitute a single instrument.

16.09 *Amendments.* This Agreement may be amended at any time by Co-Owner's Consent, except that no amendment that changes the obligations or rights of any Co-Owner relating to contributions, liabilities, pro rata shares of cash receipts, residual proceeds, income, expenses or losses shall be effective without the consent of the affected Co-Owners.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROGRAM MANAGER:  
DOVER ASSET GROUP, INC.

CO-OWNERS LISTED ON SCHEDULE A  
HERETO:

By: Anthony W. Esernia  
Anthony W. Esernia, President

By: DOVER ASSET GROUP, INC.  
Attorney-in-Fact

By: Anthony W. Esernia  
Anthony W. Esernia,  
President

(d) This Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

10. Power of Attorney to Program Manager. The undersigned hereby grants Dover Asset Group, Inc., (the Program Manager) with full power of substitution, an irrevocable power of attorney to execute on behalf of the undersigned:

1. the Co-Owner's Agreement substantially in the form attached as an Exhibit to the Memorandum;
2. the Administration Agreement (including the Power of Attorney contained therein) substantially in the form attached as an Exhibit to the Memorandum;
3. the Purchase Agreement substantially in the form attached as an Exhibit to the Memorandum;
4. the Chattel Mortgage substantially in the form attached as an Exhibit to the Memorandum;
5. an Investor Security Agreement substantially in the form attached as an Exhibit to the Memorandum;
6. any financing statements the Program Manager deems necessary in order to perfect the security interests created by the Investor Security Agreement and Chattel Mortgage; and
7. any documents necessary or convenient to effect the transactions contemplated in the above listed documents.

This power of attorney is a special power of attorney coupled with an interest and is limited to the purposes set forth herein. The Program Manager need only execute the above listed documents once as attorney-in-fact for all of the Co-Owners, including the undersigned. The undersigned has carefully read and understands the documents mentioned in this paragraph and hereby specifically accepts and adopts and consents to be bound by each and every provision contained therein.

IN WITNESS WHEREOF, the undersigned, whose address is set forth above, desiring to become a Co-Owner of the Equipment, hereby (a) ratifies and acknowledges the power of attorney in favor of the Program Manager contained in the Administration Agreement; (b) acknowledges receipt of the Memorandum and the exhibits thereto; and (c) executes this Subscription Agreement (including the Power of Attorney) this 8 day of DECEMBER, 1985 and declares that it is truthful and correct.

Lon A. Donnet  
Signature

Lon A. Donnet  
Print Name (and title, if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and title, if applicable)

STATE OF Virginia, ss., )  
COUNTY OF Fairfax )

On this 9th day of December, 1985, before me, the undersigned notary public in and for said State, personally appeared Lon A. Donnet, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed it.

Debra Lynn Deakin  
Notary Public  
My Commission expires: 8/5/86

ACCEPTED: FINANCIAL SERVICE EQUITIES, INC., Sponsor

By: \_\_\_\_\_  
Co-Owner Number \_\_\_\_\_

DATE: \_\_\_\_\_, 1985

BOOK 518 - 317

(d) This Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

10. Power of Attorney to Program Manager. The undersigned hereby grants Dover Asset Group, Inc., (the Program Manager) with full power of substitution, an irrevocable power of attorney to execute on behalf of the undersigned:

1. the Co-Owner's Agreement substantially in the form attached as an Exhibit to the Memorandum;
2. the Administration Agreement (including the Power of Attorney contained therein) substantially in the form attached as an Exhibit to the Memorandum;
3. the Purchase Agreement substantially in the form attached as an Exhibit to the Memorandum;
4. the Chattel Mortgage substantially in the form attached as an Exhibit to the Memorandum;
5. an Investor Security Agreement substantially in the form attached as an Exhibit to the Memorandum;
6. any financing statements the Program Manager deems necessary in order to perfect the security interests created by the Investor Security Agreement and Chattel Mortgage; and
7. any documents necessary or convenient to effect the transactions contemplated in the above listed documents.

This power of attorney is a special power of attorney coupled with an interest and is limited to the purposes set forth herein. The Program Manager need only execute the above listed documents once as attorney-in-fact for all of the Co-Owners, including the undersigned. The undersigned has carefully read and understands the documents mentioned in this paragraph and hereby specifically accepts and adopts and consents to be bound by each and every provision contained therein.

IN WITNESS WHEREOF, the undersigned, whose address is set forth above, desiring to become a Co-Owner of the Equipment, hereby (a) ratifies and acknowledges the power of attorney in favor of the Program Manager contained in the Administration Agreement; (b) acknowledges receipt of the Memorandum and the exhibits thereto; and (c) executes this Subscription Agreement (including the Power of Attorney) this 27 day of December, 1985 and declares that it is truthful and correct.

x Edward Monaghan  
Signature

EDWARD MONAGHAN  
Print Name (and title, if applicable)

x \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (and title, if applicable)

STATE OF Virginia \_\_\_\_\_, ss.)  
COUNTY OF Henrico \_\_\_\_\_)

On this 27th day of December, 1985, before me, the undersigned notary public in and for said State, personally appeared Edward Monaghan, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed it.

Debra Lynn Chagui  
Notary Public  
My Commission expires: 8/5/86

ACCEPTED: FINANCIAL SERVICE EQUITIES, INC., Sponsor

By: Jan G. Zantky  
Co-Owner Number \_\_\_\_\_

DATE: 12/31, 1985

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc..  
 follows:

518 318

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Northern Telecom System		1
250318T2 QPC60 500/2500 Line Card		20
Perp "A" PE Shelf		2
Peripheral Buffer		1
251384T2 Jack Mod Flush MT 6TEK 630AQB6		6
201199T5 Cable 3pr. 24 ga. -BMD		500 FT.
276722T5 SL1 QSU3CQMC digit		4
239443T2 Speakerphone		1
256690T8 Speakerphone		1
547127T9 SL1 x former 24v		5
239446T8 Speakerphones QOSIA2-35		3
256690T8 Speakerphones QKXIA-E		10
26030850 12 Ft handset cords		24
276722T5 Digit Display Sets		6
46027659 CCRD-N Handset (H4CJ) 25 Ft Ash		2
247691T7 QMT1 Add on Module (10 Button)		14
547127T9 P0547127 Power Transformer 24v		35
515934T6 P0515934 Wall Bracket (SL-1 Set)		1
314010T7 Cable 3PR 24 Bauge Telflow Cable		6,200
Audichron Head Unit		1
Audichron Channel Card		1
S. Sound Head		1
QPC 74 Board		1
255052T1 Cord-L-QM Line (06 of 1) 14 ft. P/S 6-COND		3
539445T0 Speakerphones QUSICZ-35		3
NEM402Q3 Ribbon Cable		1
20612350 A25B-50 S3 Comm Cable		4
72102456 29 B's Bracket		4
20614358 Cable Conn. B25A50DE		1
247692T5 QMT2 Add on Module (20 Buttons)		8
239445T8 Handsfree Speakerphone QUSIC		5
466035T2 Cord-H-FM Handset 12 ft Ash P1		7
243288T9 Cord-L QM Line 14ft P/S 4-Conductor		4

Equipment Location: Federal Express Corporation  
 2185 Democrat  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 319

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Rixon Limited Distance Modem		4
Audichron 4 Channel Recorded Announcement Machine		1
Option 46 Message Center		1
Tapes Generic 611		3
248295T0 Cord Line Mod Plug 1 Plug 14		4
46030080 Cord Handset 12' Ash		1
276722T5 QSV3CQNC Digit Display		2
314010T7 Cable 3PR 24 Gauge Teflon		11,000
255053T9 Cord-L-QM Line (D6QF) 25 Ft		1
255052T1 Cord-L-QM Line (D6QF) 14 Ft		3
547127T9 P0547127 Power Transformer 24V		1
251380T0 Jack Mod Surface NE 625QA6		3
201199T5 Cable 3PR 24GA House Cable		500
77114158 66M50 Connecting Block		4
248209T7 Line 25 ft. Pls 4-Conductor		1
20612350 A25B-50 SE Common Cable		1
466035T2 Cord Handset 12' Ash		2
468276S9 Cord Handset 25' Ash		1
Phone PBX System 1103702		1
		2
CE CPU Cabinet Assembly (Dual CPU)		3
CE Network Cabinets		6
Network Group Assembly		59
64 K Memory Modules		6
Network Assemblies		6
Conference/Network Assembly		7
P.E. Cab. #1		93
P.E. cab. #2		333
Peripheral Shelf Assemblies		76
SL-1 Line Cards (4 circ./card)		1
2500 Line Cards (4 circ./card)		14
Console Line Card (1 console/card)		2
Digitone Receivers		70
Serial Data Interface Cards		127
CO/FX/WATS Cards (2 circ./card)		30
4-Wire E&M Cards (2 circ./card)		1
Loop Signal Trunk Card (2 circ./card)		1260
Digit Display Console		1
SL-1 Sets		300
SL-1 Maintenance Set		130
2500 Sets		1
Headset Kits		1
Emergency Transfer Unit (24 Trunks)		4 Hr.
Service Terminal		1
Battery Backup Supply		
Centralized Power Cabinet		

Equipment Location: Federal Express Corporation  
 2185 Democrat  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property:  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc. that  
follows:

BOOK 518 PAGE 320

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Supplementary Power Cabinet		1
50 Amp Rectifiers		6
4-Wire Loop Around Test Unit with		1
Milliwatt Tone and Quiet Termination		1
ACD Supervisor CRT		1
ACD Printer (LA34BA)		1
Recorded Announcement Trunk Card		1
(4 circ./card)		1
Supplementary Power Cabinet		1
50 Amp Rectifiers		6
4-Wire Loop Around Test Unit with		1
Milliwatt Tone and Quiet Termination		1
ACD Supervisor CRT		1
ACD Printer (LA34BA)		1
Recorded Announcement Trunk Card		1
(4 circ./card)		1
<b>Software</b>		
Advanced SL-1 Set Features		
Autodial, Call Forward,		
Override, Ring Again,		
Speed Call, Voice Call		
2500 Set Features		
Hold, Call Forward, Speed Call		
Feature Package A		
Recorded Announcement Intercept		
End to End Signalling on SL-1 Sets		
Make Set Busy		
Digit Display on SL-1 Set		
Office Data Administration System		
Direct Inward System Access		
Dial Intercom		
Automatic Call Distributor (C2)		
Centralized Attendant Service (Remote)		
Call Detail Recording - Mag Tape/List		

ESN

- Basic Main PBX Software
- ESN Queuing
- Network Authorization Code
- Coordinated Dialing Plan with 4-digit translation (steering)
- Network Traffic Measurement

Equipment Location: Federal Express Corporation  
2185 Democrat  
Memphis, TN 38132

This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc. as  
 follows:

BOOK 515 PAGE 321

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1 Northern Telephone System (05037012)		1
SL-1 Northern Telephone System (1113100)		1
Line Boards		10
250318T2 QP060 500/2600 Line Card		23
264168T5 QPC237 4-Wire F&M Trunk		5
269802T4 QPC219 CO/FX/Trunk w/MSG REG Detect		10
250310T8 QPC61 SL-1 Line Card		2
250484T1 QUT1 Centralized Power Unit		1
Bogen TU60A Amplifier		1
250395T0 SL1 QPC71C DX Sig TK-Paging Trunk Card		2
479189T2 Spkr 8" L112 Bogen		10
479194T1 Transf T4 Bogen		50
301012T8 Cable Speaker Sheilded 2/18ga 87601		2400 ft.
479105T8 Baffle 164-8		50
276722T5 QSU3 SL-1 Digit Display Set		5
247691T7 QMT1 Add-on Module (10 Button)		21
ASSY1DPU Digit Display Set (30-223)		10
254782T5 QKN1 Headset Interface Kit		26
PC-12TP(05) Patch Cord (75-097,005)		11
479300T4 Speaker Paging STP-15 Bogen		48
100 Watt Amp Bogen TU 100 A		1
Conf 2000 Speakerphone		1
461627T2 Handset (6B6544063297) Ash w/Plug		14
245377T5 Bracket (QBP7A)		1
102194T5 525Q2A Weatherprf Phone RD W/L		4
247692T5 QMTZ Add-on Module (20 Button)		1
Basic Message Center Option 46		1
247591T7 QMT1C Add-on Module (10 Button)		2
256690T8 SLqK1		1
45004354 Headset		2
46027659 Cord Handset 25' Ash		3

Equipment Location: Federal Express Corporation  
 2955 Republican  
 Memphis, TN 38118

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 322

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
999978T0 2500QM-25 SL TT Ash (QSQM2500AX)		5
273995T1 2554 QM SL Wall		2
255052T1 SL1 A-255-52 Cord Line Mod 14'		1
255053T9 SL1 A-255053 Cord Line Mod 25'		1
46030850 Cord Handset 12' Ash		14
45004158 Headset Plantronics MS50TSS16		2
45004354 Headset Starset HSO1081B		2

Equipment Location: Federal Express Corporation  
 2955 Republican  
 Memphis, TN 38118

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
QSU3CEC Digital Display Telephone		4
QSULAZ-35 Speakerphones		5
QKK1 Adaptors		5
PO547127 Transformers - 24V		5
46030850 Cord Handset 12' Ash		2
255053T9 SL1 A-255053 Cord Line Mod. 25'		2
255052T1 SL1 A-255-52 Cord Line Mod. 14'		2
247691T7 SL1 QMT1C 10/Btn. Module		1
250490T8 QPC 74 RAN Trunk BRD		1
10 Button Module		4
46030850 Cord Handset 12' Ash		100
248208T9 Cord Line Mod Plug/Spade 14'		3
251334T2 Jack Mod Flush MT 6 TER 630AQB6		1
20119TS Cable 3 pr. 24 ga BMD		75 ft.
QPC 74 RAN Trunk BRD		1
201199T5 Cable 3 pr. 24 ga BMD		250 ft.
Line Boards		8

Equipment Location: Federal Express Corporation  
 2725-21 Mendenhall  
 Memphis, TN 38132

.This FINANCING STATEMENT covers the following types or items of property: Page 6 of 11  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
follows:

BOOK 518 PAGE 323

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit ASSY/DPU-24 (30-217)		2

Equipment Location: Federal Express Corporation  
5100 Poplar  
Memphis, TX 38194

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digit Display (276722TS) (QSU300MC)		1
10 Button Module SL-1 (247691T7) (QMTIC)		1
Digit Display Phone		1

Equipment Location: Federal Express Corporation  
3233 Independence  
Memphis, TN 38118

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 324

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit (30-217) ASSY/DPU - 2403AP CD & RD	—	2
Digital Patch Unit (30-213) ASSY/DPU - 2403		40
MER-810 Modem Eliminator (48-036)		3
Digital Patch Unit (30-217) ASSY/DPU - 2403AP CD & RD		8
OPC-24 (10) Patch Cord (75-067,010)		15
OPC-24 (05) Patch Cord (75-067,005)		10
30-033 OPU-3519RA		1
30-065 OPN-3512,110V		1
30-010 OPV-3503		6

Equipment Location: Federal Express Corporation  
 2765 Profit  
 Memphis, TN 38131

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Digital Patch Unit ASSY/DPU-24 (30-223)		37

Equipment Location: Federal Express Corporation  
 3394 Winchester Road  
 Memphis, TN 38194

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc.. as  
 follows:

BOOK 513 PAGE 325

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
System #11131025		
Lamp Field Array (247693T3QATS)		1
500/2500 Line Card (QPC60) (250310T8)		1
SL-1 Line Board (QPC61) (250310T8)		1
CO/FX/Trunk W/MSG (QPC219) (269802T4)		3

Equipment Location: Federal Express Corporation  
 6 Century Drive  
 Parsippany, NJ 07454

.This FINANCING STATEMENT covers the following types or items of property:  
 The following equipment including additions, accessions and substitutions thereof  
 and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
 follows:

BOOK 518 PAGE 326

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
500/2500 Line Card (250338T2) (QFC60)		1
SL-1 Line Card (250310T8) (QFC61)		1
SL-1A Northern Telecom System #05037012		1
002300T9 Terminal Printer LA34-DA		1
002301T7 Terminal infeed LAX34-AL		1
002302T5 Terminal Paper Out LAX34-PL		1
002304T1 Terminal EIA Cable LA12X-CL		1
002305T9 Terminal Ribbon for LA34-DA		1
25010T8 SL1 QPC61B SL1 Line Non-Prod		1
270121T5 SL1 Set		5
469012T5 Headset Applique Unit (EGE68416)		1
200 Ft Cable Line		
254782A7 QKN1 Headset Jack		5
Tapes 505 6.0		3
Options 20		1
Options 22		1

Equipment Location: Federal Express Corporation  
 42nd Street  
 New York, NY

.This FINANCING STATEMENT covers the following types or items of property:  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
follows:

BOOK 518 PAGE 327

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
270138T0 QSU3 SL-1 Digit Display Set		1
250310T8 QPC61 SL-1 Line Card		2
20120551 Cable 25PR 246A House Cable BMD		75
77114158 Block 66M150 50-PR Connecting BLC		3
72102456 Bracket 89B Mount Bracket F/66M150		3
620512T1 Bridging Clip		150
20120953 Cable 100 pr. 24 ga BMD		1000 ft.
SL-LM Northern Telecom Telephone System		1
Modem Eliminator MER-180 (40-236)		2
250310T8 QPC 61 Cards		4
276722T5 QSU3 SL-1 Digit Display Set		1
270121TS SL-1		1
247691T7 10 Button Modem		11
547121T9 24 V Transformer		

Equipment Location: Federal Express Corporation  
5550 Tech Center  
Colorado Springs, CO 80901

.This FINANCING STATEMENT covers the following types or items of property: Page 11 of 11  
The following equipment including additions, accessions and substitutions thereof  
and proceeds: Telephone equipment manufactured by Northern Telecom, Inc., as  
follows:

BOOK 518 PAGE 328

<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1A Northern Telecom Telephone System #1103700)		1

Equipment Location: Federal Express Corporation  
400 Park Boulevard  
Itasca, IL 60143

895109

BOOK 518 PAGE 329

TO BE FILED AMONG THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 509

Page No. 165

Identification No. 19014

Dated February 19, 1987

1. Debtor(s) { Sulin Enterprises, Ltd.  
Name or Names—Print or Type  
1133 Greenwood Road Pikesville Maryland 21208  
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association  
Name or Names—Print or Type  
3725 Old Court Road Baltimore Maryland 21208  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

09/25/87

JA

BEING KNOWN AND DESIGNATED AS Lot No. 47, as shown on the plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: August 19, 1987

Yorkridge-Calvert Savings & Loan Association  
Name of Secured Party

*Bonita L. Taylor*  
Signature of Secured Party

Bonita L. Taylor Assistant Vice President  
Type or Print (Include Title if Company)

10

2699.48

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First) <i>Chesapeake Square Cleaners, Inc.</i>	2. Debtor(s) Complete Address(es) <i>Chesapeake Square Shopping Center Glen Burnie, MD 21061</i>	
3. & 4. Secured Party(ies) and Complete Address(es) <b>CITIZENS BANK AND TRUST COMPANY OF MARYLAND</b> 6200 BALTIMORE BOULEVARD RIVERDALE MD 20737	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	RECORD FEE 11.00 RECORD TAX 140.00 POSTAGE .50
7. This financing statement covers the following types (or items) of property (Describe) <i>Forenta Shirt Machine body press 32VBE #M8VBE 3808 7032 collar/coff unit 27VCYE #M8VCYE4168 7027 75SLEVE #M8SLEV4968 7078</i>		#091920 0345 R01 T11:45 09/25/87 JA
8a. <input checked="" type="checkbox"/> Proceeds are also covered.	8b. <input type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented.
Filed with CIRCUIT COURT CLERK OF <i>Anne Arundel</i>		County: Other _____
9. Transaction is <input checked="" type="checkbox"/> subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <i>20,000.00</i>		
10. This statement to be returned after recordation to Secured Party, shown above, or to _____		
<i>Chesapeake Square Cleaners, Inc.</i> Signature(s) of Debtor(s) <i>Jeanne Glorioso Secretary</i> _____ Signature(s) of Secured Party(ies) or Assignee(s) <i>R. A. Adamson Jr.</i> By <i>Asst. Vice President</i> R. A. Adamson Jr. (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY 87-30		Printed in U. S. A.

11-  
140-50



A.A. Co  
33 144450

269887

FINANCING STATEMENT

BOOK 518 PAGE 331

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Anne Arundel County, Md.
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 19,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to A.A. CO., DTD 7-31-87, \$133.00

5 Debtor(s) Name(s) Address(es)  
**Innar Harbor Warehouse and Distribution, Inc.** 7465 Candlewood Rd.  
 Hanover, Md. 21076

RECORD FEE 11.00  
 RECORD TAX 133.00

6 Secured Party  
 Maryland National Bank  
 Attention LDRU

Address  
 PO Box 17372 POSTAGE .50  
 Baltimore, Md. 21203  
 4082290 0345 R01 T14735

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

09/25/87  
 SA

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

**Innar Harbor Warehouse and Distribution, Inc.**

\_\_\_\_\_  
 (Seal)  
 Michael J. Hoban, Vice President

Secured Party  
 Maryland National Bank

\_\_\_\_\_  
 (Seal)  
 Francis T. Ciesla, AVP

\_\_\_\_\_  
 (Seal)  
 Michael J. Hoban, Vice President

\_\_\_\_\_  
 Francis T. Ciesla, AVP

Type name and title

MARYLAND NATIONAL BANK

2027340-0006  
 135.50

BOOK



BOOK 518 PAGE 332

SCHEDULE A

I (one) 5360 B23 256K MAG 200MB Stage 1 Processor

I (one) 4900 Work Station Exp.

Mail to

BOOK 518 PAGE 333

STATE OF MARYLAND

BOOK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269888

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Peter DeSilva, t/a VIKING BOAT SUPPLIES

Address 320 Sixth St., Annapolis, Md. 21403

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.

Address P.O. Box 3190

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00

POSTAGE .50

#092460 0345 R01 715#00

09/25/87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Peter DeSilva T/A Viking Boat Supplies

(Signature of Debtor)

Peter DeSilva Owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corp.

(Signature of Secured Party)

J.N. Merker District Control Manager  
Type or Print Above Signature on Above Line

1250

8001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 334

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 269889

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Laurel East Motel, A Limited Partnership

Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company

Address 4321 Donlyn Court, Columbus, Ohio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated herein by this reference.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Laurel East Motel, A Limited Partnership  
By Cardinal Industries Services Corporation, its Sole  
General Partner

(Signature of Debtor)

Thomas A. Clark, Assistant Secretary

Type or Print Above Name on Above Line

*Thomas A. Clark*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

CARDINAL INDUSTRIES MORTGAGE COMPANY

*Bryan R. Portz, Jr.*  
(Signature of Secured Party)

Bryan R. Portz, Vice President

Type or Print Above Signature on Above Line

RECORD FEE 12.00  
POSTAGE .50  
#050430 0055 R02 T15:23  
09/25/87

LAUREL EAST MOTELE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

LA  
13/12/87

13-50

pu etc

12/20

EXHIBIT "A"

All personal property, tangible and intangible, now owned or hereafter acquired by Borrower and now or hereafter located in, on, or about the real estate described in the attached financing statement, or used or intended to be used in connection with said real estate or intended or designated (wherever located) to be incorporated into the structures situated or to be situated on said real estate including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, trees and plants, power systems, heating, cooling and ventilating systems, sewage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and all rentals, revenues, payments, repayments, deposits, income, charges and monies derived from the use, lease, sublease rental or other disposition of said real estate and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, general intangibles, income tax refunds, actions and rights in action, instruments and documents; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities, used or intended to be used in connection with said real estate.

0446f

Mail to *Laurie Title.*



## SCHEDULE "A"

BEGINNING for the same at a point located on the easternmost side of Maryland Route 175, said point being the northwest corner of the conveyance to George Antonis and Athena Antonis, his wife from A-G Foods, Inc., by deed dated February 4, 1969 and recorded among the Land Records of Anne Arundel County in Liber 2242, folio 325; thence binding along said right-of-way having a curve to the left, with a radius of 2894.79 feet, an arc distance of 90.79 feet and a chord bearing and distance of:

- 1) North  $00^{\circ} 25' 50''$  East, 90.29 feet; thence leaving said right-of-way and binding along the southern most boundary line of the conveyance to Yale Gordon from John H. Hopkins, IV, and Marvin I. Anderson, Trustees, by deed dated August 13, 1964 and recorded among the Land Records of Anne Arundel County, Md., in Liber 1787, folio 518.
- 2) North  $85^{\circ} 24' 20''$  East, 212.61 feet; thence leaving said boundary
- 3) South  $04^{\circ} 35' 40''$  East, 128.62 feet, to a point located on the northeast corner of the aforementioned conveyance to George Antonis; thence binding along the northern boundary of said conveyance
- 4) North  $84^{\circ} 46' 20''$  West, 223.83 feet, to the point of beginning containing 23,777.78 square feet, more or less, as shown on the plat recorded in Liber 3889, folio 179.

BEING a part of the conveyance by Odenton Enterprises, Inc. to Odenton Drive-In Theatre, Inc. and A. Danny Bisogne, by deed dated February 23, 1978 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3056, folio 423.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ \_\_\_\_\_ N/A \_\_\_\_\_

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

LARRY E. KIMMEL ASST. VP.  
Type or Print Above Signature on Above Line

RECORD FEE 17.00

POSTAGE .50

#080980 0345 R01 T10:12

09/25/87

JA

CONDITIONAL SALE CONTRACT NOTE BOOK

518 FACE 339

TO: Beltway International Trucks, Inc. (Seller) FROM: John W. Ritter Trucking, Inc. (Buyer)  
 1800 Sulphur Spring Road Baltimore, MD 21227 P.O. Box 2404 Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  Five (5) 1987 Navistar Model 8300 Tractors, S/N's 1HSJYG2RXJH540368, 1HSJYG2R4JH540365, 1HSJYG2R8JH540367, 1HSJYG2R6JH540366 and	(1) TIME SALES PRICE .....	\$ 463,353.40
	(2) Less DOWN PAYMENT IN CASH .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	89,560.00
	(4) CONTRACT PRICE (Time Balance) .....	\$ 373,853.40

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: \_\_\_\_\_

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereat at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Three hundred seventy three thousand eight hundred fifty three and 40/100 \*\*\*\*\* Dollars (\$ 373,853.40 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 16th day of October, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 6,230.89 and the final installment being in the amount of \$ 6,230.89

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: September 15, 19 87 BUYER(S)-MAKERS(S):

Accepted: Beltway International Trucks, Inc. (SEAL) John W. Ritter Trucking, Inc. (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer Maker Here)  
 By: James R. Jennelle By: John W. Ritter Pres.  
 (Business as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer Maker Here) (SEAL)  
 \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all attachment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")
(Witness)

ASSIGNMENT

BOOK 518 PAGE 341

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (hereinafter called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "Contract") dated September 15, 1987

between Beltway International Trucks, Inc. as Seller-Lessor-Mortgagee and John W. Ritter Trucking, Inc. P.O. Box 2404 Millersville, MD 21108 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear title interest and a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 373,853.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of September 1987

Beltway International Trucks, Inc. (Name)  
By James J. Janelle (Signature)

If corporation, print name of corporation and name of authorized officer with title, and state corporate seal. If partnership, print its type, exact firm name and name of each partner.

CA 15A

10-50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252116

RECORDED IN LIBER E.A.C. 473 FOLIO 412 ON May 23, 1984 (DATE)

1. DEBTOR

Name Floyd R. Evans, Jr. and Jeanette W. Evans

Address 1053 Cumberstone Road, Harwood, Maryland 20776

2. SECURED PARTY

Name Second National Federal Savings Bank

Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Termination <u>4048800 0345 R01 T11:34</u></p>	

SEARCH FEE 10.00  
POSTAGE .50  
09/30/87  
JA

Second National Federal Savings Bank

Dated May 22, 1987

Debbie Bailey  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey  
Vice President

10  
2

TO BE FILED AMONG THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 458

Identification No. 36687

Dated September 11, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.  
Name or Names—Print or Type  
1133 Greenwood Road, Pikesville, MD 21208  
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association  
Name or Names—Print or Type  
3725 Old Court Road, Baltimore, MD 21208  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#08R230 0345 R01 T10

09/30/86  
CA

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATED</p>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

Dated: May 11, 1987

Yokridge-Calvert Savings & Loan Assn.

Name of Secured Party

Signature of Secured Party

Joseph J. Basta, Sr., Vice President

Type or Print (Include Title if Company)

Local Law Form 74

THE SENTINEL TITLE CORPORATION  
825-D HAMMONDS FERRY ROAD  
LINTHICUM, HEIGHTS, MD. 21090  
301-636-1900

10-52

EXHIBIT "A"

BOOK 502 PAGE 460  
BOOK 518 PAGE 344

BEING KNOWN AND DESIGNATED as Lots Nos. 45, 50, 51 and 56,  
as shown on the Plat entitled "Phase Two, Plat 1, Section 10,  
Shipley's Choice", which Plat is recorded among the Land Records  
of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

FINANCING STATEMENT

TRAVEL DEBT 785632a  
Not subject to recordation tax

1. Name of Debtor(s): PERFORMANCE YACHTS, INC  
Address: SUITE 14, YACHT LANE  
306 FIRST STREET  
ANNAPOLIS, MARYLAND 21403

4613.50 PAID TO THE A.A. COUNTY CLERK  
OF THE COURT

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST CO  
Address: P.O. BOX 311  
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
1987, 37 FT. EXPRESS 37, VIN IDENTIFICATION NUMBER AB937054478-8

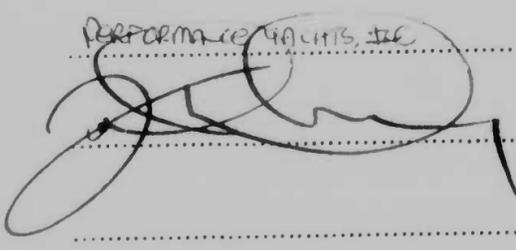
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form)

The above-described goods are affixed or to be affixed to:

RECORD FEE 17 11.00  
RECORD TAX 602.00  
TOTAL 613.00

#089090 C345 R01 T13#05  
09/30/87

Debtor(s):

PERFORMANCE YACHTS, INC  


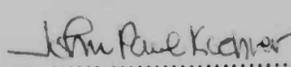
Secured Party:

THE ANNAPOLIS BANK AND TRUST CO  
(Type Name of Dealership)

RECORD FEE 11.00  
RECORD TAX 602.00  
POSTAGE .50

#089100 C345 R01 T13#05  
09/30/87  
SP

By:   
(Authorized Signature)

  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11- 602 - 50

BOOK 518 PAGE 346

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>Cullen, III, John W.</b> <b>8339 Telegraph Rd.</b> <b>Odenton, MD 21113</b>	2. Secured Party(ies) and address(es) <b>Resources Cable Credit Corp.</b> <b>c/o Integrated Resources, Inc.</b> <b>666 Third Avenue</b> <b>New York, NY 10017</b>	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <b>264818</b> <b>Book 505 Page 220</b>		RECORD FEE 10.00 POSTAGE .50 4090040 C345 R01 T15451
Filed with <b>Anne Arundel Cir Ct Clk</b> Date Filed <b>November 25,</b> 19 <b>86</b>		09/30/87 JA
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

All collateral described in UCC-1 assigned to: Marine Midland Bank, N.A.,  
 as Agent  
 140 Broadway  
 New York, NY 10005

No. of additional Sheets presented:

<u>Cablevision of Baton Rouge Ltd.</u>	<u>Resources Cable Credit Corp.</u>
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: _____ Signature(s) of Secured Party(ies) <b>Agent</b>

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

102

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2400.00

If this statement is to be recorded in land records check here.

This financing statement Dated July 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. JULY 22, 1987 # 8121 Gine

1. DEBTOR

SK&SI

Name SALLY A. HINES AND HERBERT LINDLAW
Address 5526 CEDAR FURNICE CIR GLEN BURNIE, MD 21051

2. SECURED PARTY

Name WEL FINANCIAL SERVICE
Address PO BOX 447 GLEN BURNIE, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01-21-89

4. This financing statement covers the following types (or items) of property: (list)

- 1 DRESSER
1 TPI-MIPRO
2 NIGHTSTANDS
1 CHEST
1 SOFA
1 LOVESEAT
1 COCKTAIL TABLE
2 LAMP TABLES
1 STAGERS

Name and address of Assistor

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#090060 C345 R01 T15#53
09/30/87

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Sally A. Hines (Signature of Debtor)
SALLY A. HINES
Type or Print Above Name on Above Line
Herbert G. Lindlaw (Signature of Debtor)
HERBERT G. LINDLAW
Type or Print Above Signature on Above Line

James A. Harriman (Signature of Secured Party)
JAMES HARRIMAN
Type or Print Above Signature on Above Line

12-17.50 50

269987

BOOK 518 PAGE 348

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Cherry Hill Construction Inc.  
8170 Mission Road  
Jessup, MD. 20794

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore MD. 21237

RECORD FEE 11.00

POSTAGE .50

4090150 C345 R01 T15456

09/30/87

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3 (a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

First Virginia Commercial Corporation  
6400 Arlington Blvd.  
Falls Church, VA 22046

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Hydraulic Excavator  
Model#EL300 S/N: 4NF00125

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction Inc.

(By) James A. Openshaw, Jr./Pres.  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) [Signature]

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

BOOK 518 PAGE 349

269988

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Cherry Hill Construction Inc.  
8170 Mission Road  
Jessup MD. 20794

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P.O.Box 9595  
Baltimore MD. 21237

RECORD FEE 11.00

POSTAGE .50

#090140 0345 R01 T15:56

For Filing Officer

09/30/87

9

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

First Virginia Commercial Corporation  
6400 Arlington Blvd.  
Falls Church, VA 22046

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Tractor  
Model #D6H S/N: 4RC01166

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction Inc.

(By) *[Signature]* James A. Openshaw, Jr./President  
Standard Form approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

*[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numeral

1132

UCC-1

269989

BOOK 518 PAGE 350

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First and Address(es))	(2) Secured Party(ies) (Name(s) And Address(es))	
Cherry Hill Construction Inc. 8170 Mission Road Jessup MD. 20794	Alban Tractor Co., Inc. P.O. X Box 9595 Baltimore MD. 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe the real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) First Virginia Commercial Corporation 6400 Arlington Blvd. Falls Church, VA 22046	RECORD FEE 11.00 For Filing Officer POSTAGE .50 #090130 0345 R01 T15:56
(5) This Financing Statement Covers the Following types (or items) of property:		09/30/87
One (1) New Caterpillar Tractor Model#D4HPS S/N: 8PB01839		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		NOT SUBJECT TO RECORDATION TAX
(6) Signatures: Debtor(s)	Secured Party(ies) [or Assignees]	
Cherry Hill Construction Inc.  (By) <i>[Signature]</i> James A. Openshaw, Jr./Pres. Standard Form Approved by N.C. Sec. of State and other states shown above.	Alban Tractor Co., Inc/ (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical		UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction Inc. 8170 Mission Road Jessup MD. 20794	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.o. Box 9595 Baltimore MD. 21237	RECORD FEE 11.00 POSTAGE .50 #090120 0345 R01 T15:55 For Filing Officer 09/30/87 SA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es): First Virginia Commercial Corporation 6400 Arlington Blvd. Falls Church, VA 22046	
(5) This Financing Statement Covers the Following types [or items] of property: One (1) New Caterpillar Tractor D4HPS S/N 8PB01838		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		NOT SUBJECT TO RECORDATION TAX (Anne Arundel)
(6) Signatures: Debtor(s) Cherry Hill Construction Inc. (By) <i>[Signature]</i> James A. Openshaw, Jr./President Standard Form Approved by N.C. Sec. of State and other states shown above.	Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	Secured Party(ies) [or Assignees] UCC-1

(1) Filing Officer Copy - Numerical

1156

268831

BOOK 518 PAGE 352

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Cherry Hill Construction Inc.  
8170 Mission Road  
Jessup, Md. 20794

(2) Secured Party(ies) (Name(s) and Address(es):

Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore MD. 21237

RECORD FEE 11.00

POSTAGE .50

#090110 0345 R01 T15#55

09/30/87

SA

For Filing Officer

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

First Virginia Commercial Corporation  
6400 Arlington Blvd.  
Falls Church, VA 22046

(5) This Financing Statement Covers the Following types [or items] of property:

One (1) New Caterpillar Track Loader 963 S/N 21Z01171

NOT SUBJECT TO RECORDATION TAX (Anne Arundel)

Products of the Collateral Are Also Covered.

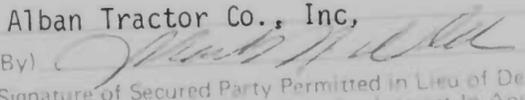
Secured Party(ies) [or Assignee(s)]

(6) Signatures: Debtor(s)

Cherry Hill Construction Inc.

Alban Tractor Co., Inc.

(By)  James A. Openshaw, Jr./President  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By)   
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest in Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-8-402 (2)

(1) Filing Officer Copy - Numerical

11750

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269992

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George Williams d/b/a Williams Bros. Paving  
Address 2048 Horseshoe Circle, Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL, INC.  
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Mauldin, Model 550, Track Paver,  
Serial Number 87-8-198

Name and address of Assignee  
Dresser Leasing Corporation  
3201 North Wolf Road  
Franklin Park, IL 60131

RECORD FEE 12.00

POSTAGE .50

#090170 C345 R01 T15:58

09/30/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Williams d/b/a Williams Bros. Paving

George Williams  
(Signature of Debtor)

George Williams  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin  
(Signature of Secured Party)

Glenn S. Conklin, VP & GM  
Type or Print Above Signature on Above Line

CROSS INDEX

TO BE  SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

NOT TO BE  NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

FRANK GAMBEL  
Name or Names—Print or Type

1600 CARSON AVE BALTO MD 21226  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

SEARS ROEBUCK & COMPANY  
Name or Names—Print or Type

6650 N KITCHEN HWY GLEN BURNIE MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Gutters / Trim and Kitchen Appliances w/oven, cooktop and Refrid

4. If above described personal property is to be affixed to real property, describe real property.  
\* Residential Dwelling at - 7215 N Inglewood Rd. Balto, Md. 21226.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered. RECORD FEE 13.00

7. Products of collateral  are  are not covered. POSTAGE .50

#012310 0777 R04 T10410

DEBTOR(S): (Signature of Debtor) Frank Gambel SECURED PARTY: 10/01/07

(Type or Print) FRANK GAMBEL Sears, Roebuck and Company

(Signature of Debtor) \_\_\_\_\_ (Company, if applicable)

(Signature of Secured Party) \_\_\_\_\_

(Type or Print) \_\_\_\_\_ J. D. Althouse-Credit Central Oper. Mgr.

(Type or Print (Include title if Company))

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

13.50

A.A. Co. 12/25

TO BE } CROSS INDEXED } RECORDING TAX  
 NOT TO BE } IN } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 SUBJECT TO } \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): ROBERT R. JOHNSON  
 Name or Names—Print or Type  
325 WELHAM AVE GLENBORNE, MD 21061  
 Address—Street No., City - County State Zip Code  
  
CONSTANCE G. JOHNSON  
 Name or Names—Print or Type  
325 WELHAM AVE GLENBORNE, MD 21061  
 Address—Street No., City - County State Zip Code  
  
 2. Secured Party: SEARS, ROEBUCK & CO  
 Name or Names—Print or Type  
4550 MITCHELL HWY GLENBORNE, MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED 35,600 BTU CENTRAL AIR CONDITIONING, WHITE ALUMINUM TRIM TO COVER ALL FASCIA, RAKE, FRIEZE AND SOFFIT BOARDS. STEEL SECURITY STORM DOOR

4. If above described personal property is to be affixed to real property, describe real property.  
325 WELHAM AVE SINGLE FAMILY DWELLING  
GLENBORNE, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered. RECORD FEE 15.00  
 7. Products of collateral  are  are not covered. POSTAGE .50  
 #012320 C777 R04 T10+13

DEBTOR(S): Robert R. Johnson SECURED PARTY: SEARS, ROEBUCK & CO  
 (Signature of Debtor) (Company, if applicable)  
ROBERT R. JOHNSON CONSTANCE G. JOHNSON  
 Type or Print (Signature of Debtor) (Signature of Secured Party)  
CONSTANCE G. JOHNSON J. D. Althouse-Credit  
 Type or Print (Include title if Company) Oper. Mgr.

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

15.50

1.1.60 15.50

TO BE } CROSS INDEXED IN LAND RECORDS }  SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE } }  NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): DANIEL A. JACK  
 Name or Names—Print or Type  
519 HAMLEN RD GLEN BURNIE, MD 21061  
 Address—Street No., City - County, State Zip Code

NANCY E. JACK  
 Name or Names—Print or Type  
519 HAMLEN RD GLEN BURNIE, MD 21061  
 Address—Street No., City - County, State Zip Code

2. Secured Party: SEARS ROEBUCK & CO  
 Name or Names—Print or Type  
6652 RITCHIE HWY GLENBO  
 Address—Street No., City - County, State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 31,100 BTU HIGH-EFFICIENCY CENTRAL AIR CONDITIONING INSTALLED

4. If above described personal property is to be affixed to real property, describe real property.

519 HAMLEN RD  
GLEN BURNIE, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered. RECORD FEE 15.00

7. Products of collateral  are  are not covered. POSTAGE .50

#012330 0777 R04 T10413

DEBTOR(S): Daniel A Jack (Signature of Debtor)  
DANIEL A. JACK (Type or Print)  
Nancy E Jack (Signature of Debtor)  
NANCY E. JACK (Type or Print)

SECURED PARTY: SEARS, ROEBUCK & CO (Company, if applicable)  
J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)  
 (Type or Print (Include title if Company))

18/01/87

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

1150

11A B  
15-50

TO BE } CROSS INDEX  
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

THOMAS L. McCONNELL Thomas L. McConnell  
 Name or Names—Print or Type  
 217 CORONET DRIVE LINTHICUM, MD 21090  
 Address—Street No., City, County, State, Zip Code

SUSAN E. McCONNELL Susan E. McConnell  
 Name or Names—Print or Type  
 217 CORONET DRIVE LINTHICUM, MD 21090  
 Address—Street No., City, County, State, Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY Sears Roebuck  
 Name or Names—Print or Type  
 6650 N RITCHIE HWY. GLEN BURNIE, MD 21061  
 Address—Street No., City, County, State, Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Installed kitchen cabinets, custom countertops and other related items and appliances as per list of proposed kitchen cabinets.

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING AT - 217 CORONET DRIVE, LINTHICUM, MD 21090  
217 Coronet Dr. Linticum MD 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered. RECORD FEE 15.00

7. Products of collateral  are  are not covered. POSTAGE .50

#012340 0777 R04 T10:13

DEBTOR(S): SECURED PARTY:

Thomas L. McConnell (Signature of Debtor) 10/01/07  
 THOMAS L. McCONNELL (Type or Print) Sears, Roebuck and Company (Company, if applicable)  
 Susan E. McConnell (Signature of Debtor) J. D. Althouse—Credit Central Oper. Mgr.  
 SUSAN E. McCONNELL (Type or Print) (Signature of Secured Party)  
 Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21297

15.00

11/03/07

TO BE  
 NOT TO BE

**CROSS INDEX**  
 IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s):

*HELEN J. DAVIS* Helen J. Davis  
 Name or Names—Print or Type

*327 STONEY CIRCLE LUTHERUM MD 21050*  
 Address—Street No., City - County State Zip Code

*MR & MRS THOMAS R. KNIGHT*  
 Name or Names—Print or Type

*327 STONEY CIRCLE LUTHERUM MD 21050*  
 Address—Street No., City - County State Zip Code

2. Secured Party:

*SEARS ROEBUCK & CO*  
 Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*ELEVEN REPLACEMENT WINDOWS IN ACCORDANCE WITH SEARS PROPOSAL*

Replacement Windows

4. If above described personal property is to be affixed to real property, describe real property.

*RESIDENTIAL TRAPPING*

*327 Stoney Circle*

5. If collateral is crops, describe real estate.

*N/A*

RECORD FEE 17.00

POSTAGE .50

#012350 0777 R04 T10-13

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

10/01/07

5

DEBTOR(S):

SECURED PARTY:

*Helen J. Davis*  
 (Signature of Debtor)

Sears, Roebuck and Company

Type or Print

(Company, if applicable)

*Thomas R. Knight*  
 (Signature of Debtor)

*J. D. Althouse*  
 (Signature of Secured Party)

*Thomas R. Knight*  
 Type or Print

J. D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

**MAIL TO:**

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

17.50

AA 03 1750

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269898

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name 985, Inc.
T/A Ebbtide Bar
Address 985 Bay Ridge Road, Annapolis, Md. 21403

2. SECURED PARTY
Name National Surety Leasing, Inc.
Address 6925-P Oakland Mills Rd., Columbia, Md. 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 24, 1989

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Tecumseh AH2466AC Condenser and McQuay ELC090C Evaporator, SN-
One (1) Delfield Refrigerator two Door Reach on Wheels, SN- 155974 T

RECORD FEE 12.00
POSTAGE .50
#012370 0777 R04 T10413
10/01/89
JA

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

985, Inc. T/A Ebbtide Bar
(Signature of Debtor)

Gregory Garnett / President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole R. Hardesty / President

Type or Print Above Signature on Above Line

1205

BOOK 518 PAGE 360

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Bud Harding Contractors, Inc. (Name or Names—Last Name First) 402 Marlboro Road, Lothian, MD 20711 (Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC. (Name or Names) 4601 WASHINGTON BLVD., BALTIMORE, MD 21227 (Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Koehring Model 6633 Excavator w/ 56" Bucket S/N 110554

RECORD FEE 11.00

POSTAGE .50

#012380 CTTY R04 T10413

10/01/07

JA

- 5. Proceeds of collateral are covered hereunder: YES [ ] NO [ ]
6. Products of collateral are covered hereunder: YES [ ] NO [ ]
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County Maryland Department of Assessments & Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc. 4601 Washington Blvd. Baltimore, MD 21227

Dated this 15th day of Sept, 1987

DEBTOR: Bud Harding Contractors, Inc. By: Edward C. Harding, Jr. Pre (Title)

SECURED PARTY: By: [Signature] (Title)

(Print Name & Title)

FOR FILING OFFICER USE
File No \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_
Record Reference \_\_\_\_\_

1150

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268411  
RECORDED IN LIBER 514 FOLIO 125 ON 7-6-87 (DATE)

1. DEBTOR

Name West Bank Contracting, Inc.  
Address 73 Maryland Avenue, Annapolis, MD 21401 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.  
Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>One) 1) Dresser Model 412B Scraper SN 16570 w/cutting edge teeth (Rental)</p>	

RECORD FEE 10.00  
POSTAGE .50  
#012470 0777 R04 T1042

10/01/87  
JA

10/50  
Dated September 9, 1987

State Equipment, Div. Secorp National, Inc.

Joan M. Pressimone  
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.  
Type or Print Above Name on Above Line

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

270001

BOOK 518 PAGE 362

DATE: September 24, 1987

( X ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Edward F. Rawlinson  
1429 Gilbert Road  
Arnold, MD 21012

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

1982 Caterpillar Model 943 Track Loader  
Serial Number 34-943

RECORD FEE 11.00

POSTAGE .50

#012760 0777 R04 T104

10/01/87

9

DEBTOR(S):

Edward F. Rawlinson

(Company Name)

BY: Edward F. Rawlinson

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

11-80

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

270002

FINANCING STATEMENT 518 PAGE 363

DATE: September 8, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Presidential Motor Yacht Corporation  
Conduit Street  
ADDRESS: Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable  
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00

POSTAGE .50

#012770 0777 R04 T1010

10/01/87

SA

DEBTOR(S):  
Presidential Motor Yacht Corporation  
(Company Name)

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Richard W. Allen  
Richard W. Allen, President

BY: Arthur G. Esch, Jr.  
Arthur G. Esch, Jr., Vice President

BY: Karl von Kirchhoff  
Karl von Kirchhoff, Secretary

BY: Paul R. O'Connell  
(Authorized Signature)  
Paul R. O'Connell  
Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11-20

STATE OF MARYLAND  
FINANCING STATEMENT BOOK 518 PAGE 364  
FORM UCC-1

Identifying File No. 270003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 20 August 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Mastercraft

Address 3056 Perch Drive, Riva, Maryland 21140-1107

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

SEARCH FEE 11.00  
POSTAGE .50  
#091550 0345 P01 T11:25  
10/01/87  
A

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Mastercraft

(Signature of Debtor)

Louis P. Alcamo, Jr., President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman, III, Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
 BDR: 518 PAGE 365  
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 270004

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 20 August 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Adjusting Company  
 Address 175 Admiral Cochrane Drive, Annapolis, Maryland 21401-7307

2. SECURED PARTY

Name Bay National Bank  
 Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

11.00

POSTAGE .50

#091540 0345 R01 T11:25

10/01/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Adjusting Company

[Signature]  
 (Signature of Debtor)

Louis P. Alcamo, Jr., President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank  
[Signature]  
 (Signature of Secured Party)

John J. Feldman, III, Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM 518 PAGE 366

Identifying File No. 270005

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated October 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Right Track  
Address 1650 Crofton Blvd, Crofton, Maryland 21114

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00

POSTAGE .50

MD91510 0345 R01 711-23

10/01/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Right Track

By: Wendy S. Herstein  
(Signature of Debtor)

Wendy S. Herstein  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

John J. Feldman, III  
(Signature of Secured Party)

John J. Feldman, III, Vice President  
Type or Print Above Signature on Above Line

FINANCING STATEMENT  
(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Tee Jay Homes, Inc., a Maryland Corporation  
(Name or Names - Last Name First)  
c/o Mona Jean Mohr, 942 Barracuda Cove Court, Annapolis, MD 21401  
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb  
(Name or Names)  
30 E. Padonia Road, Timonium, Maryland 21093  
(Address)

3. ASSIGNEE (If any)  
OF SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

SEE EXHIBIT "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

RECORD FEE .14  
RECORD FEE 13.86  
POSTAGE .50  
#055410 0055 R02 T11:33  
10/01/87

(If additional sheets are attached hereto, state number thereof: TWO)

6. Proceeds of collateral are covered hereunder: YES  NO   
7. This transaction is ~~not~~ exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$142,500.00 - Recordation Tax Paid  
to Clerk of Circuit Court of Anne Arundel County, Maryland

9. Filed with: Land Records of Anne Arundel County, Maryland

10. RETURN TO: Mark J. Daneker, Semmes, Bowen & Semmes, 250 W. Pratt St.  
Baltimore, MD 21201  
Dated this 17th day of AUGUST, 19 87

DEBTOR:

Tee Jay Homes, Inc.  
By: Mona J Mohr Pres  
(Title)

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

UCC-1

1400  
88

EXHIBIT "A"

ALL that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lot Number Thirty-six (36), BAY HIGHLANDS, as shown on a plat of Bay Highlands, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-5, Plat No. 6, now in Plat Book No. 9, folio 49.

## EXHIBIT "B"

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

FINANCING STATEMENT  
(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Tee Jay Homes, Inc., a Maryland Corporation  
(Name of Debtor - Last Name First)  
c/o Mona Jean Mohr, 942 Barracuda Cove Court, Annapolis, MD 21401  
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb  
(Name of Secured Party)  
30 E. Padonia Road, Timonium, Maryland 21093  
(Address)

3. ASSIGNEE (If any)  
OF SECURED PARTY:  
(Name of Assignee)  
(Address)

4. This Financing Statement covers the following types (or items) of property:

SEE EXHIBIT "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

(If additional sheets are attached hereto, state number thereof: two)

6. Proceeds of collateral are covered hereunder: YES  NO

7. This transaction is ~~not~~ exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is \$142,500.00 - Recordation Tax  
Paid to Clerk of Circuit Court of Anne Arundel County, Maryland

9. Filed with: Financing Statement Records of Anne Arundel County, Maryland

10. RETURN TO: Mark J. Daneker, Semmes, Bowen & Semmes, 250 W. Pratt St.  
Baltimore, MD 21201

Dated this 17th day of August, 1987

DEBTOR:  
Tee Jay Homes, Inc.

By: Mona J. Mohr  
(Title)

RECORD FEE 13.00  
POSTAGE .50  
#055430 CASE R02 T11:34  
10/01/87

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

UCC-1

13/0  
/ 80

EXHIBIT "A"

ALL that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lot Number Thirty-six (36), BAY HIGHLANDS, as shown on a plat of Bay Highlands, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-5, Plat No. 6, now in Plat Book No. 9, folio 49.

## EXHIBIT "B"

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and Security Agreement securing a debt in the principal amount of FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$430,000.00), or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

BAY COUNTRY INVESTMENTS  
18 Eastern Avenue  
Annapolis, Maryland 21403

NAME AND ADDRESS OF SECURED PARTY:

THA ANNAPOLIS BANKING AND TRUST COMPANY  
Church Circle  
Annapolis, Maryland 21401

RECORD FEE 16.00  
POSTAGE .50  
#055650 C237 R02 712:35  
10/01/87

NAME AND ADDRESS OF TRUSTEES:

DAVID D. TRUITT and  
JOHN M. SUIT, II  
Church Circle  
Annapolis, Maryland 21401

1. This Financing Statement covers the following items of property:
  - A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

LAW OFFICES  
MANIS.  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P O BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

- B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.
  - C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Security Agreement constituting the security agreement to this secured transaction.

Dated: September 29, 1987

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

BAY COUNTRY INVESTMENTS,  
a Maryland General Partnership

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

BY: [Signature]  
H. Barry Wilen, General Partner

BY: [Signature]  
John M. Suit, II

BY: [Signature]  
Harvey L. Stein, General Partner

BY: [Signature]  
Robert Yulsman, General Partner

Filing Officer:  
After recordation, please return to:

Pat Weiss  
MANIS, WILKINSON, SNIDER & GOLDSBOROUGH  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21401-1911

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

## EXHIBIT "A"

BEGINNING for the same at an iron pipe here set on the Northeast side of Fourth Street, said point of beginning is North 28 degrees 20 minutes 40 seconds West 164.0 feet from the intersection formed by the Northwest side of Chesapeake Avenue with the Northeast side of said Fourth Street; thence from the point of beginning so fixed at right angles to the line of Fourth Street North 61 degrees 30 minutes 20 seconds east, 165.0 feet to an iron pipe here set, thence at right angles South 28 degrees 29 minutes 40 seconds, East 56.75 feet to an iron pipe here set, thence at right angles South 61 degrees 30 minutes 20 seconds West, 165.0 feet to the Northeast side of Fourth Street, thence with said Fourth Street North 28 degrees 29 minutes 40 seconds west, 56.75 feet to the point of beginning; containing 9,363.75 feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in April 1951.

270009

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and Security Agreement securing a debt in the principal amount of FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$430,000.00), or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

BAY COUNTRY INVESTMENTS  
18 Eastern Avenue  
Annapolis, Maryland 21403

NAME AND ADDRESS OF SECURED PARTY:

THA ANNAPOLIS BANKING AND TRUST COMPANY  
Church Circle  
Annapolis, Maryland 21401

RECORD FEE 17.00  
POSTAGE .50  
#055640 0237 R02 112:35  
10/01/87  
JA

NAME AND ADDRESS OF TRUSTEES:

DAVID D. TRUITT and  
JOHN M. SUIT, II  
Church Circle  
Annapolis, Maryland 21401

1. This Financing Statement covers the following items of property:

- A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

✓  
LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

1730

- B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.
  - C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Security Agreement constituting the security agreement to this secured transaction.

Dated: September 29, 1987

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

BAY COUNTRY INVESTMENTS,  
a Maryland General Partnership

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

BY: [Signature]  
H. Barry Wilen, General Partner

BY: [Signature]  
John M. Suit, II

BY: [Signature]  
Harvey L. Stein, General Partner

BY: [Signature]  
Robert Yulsman, General Partner

Filing Officer:  
After recordation, please return to:

Pat Weiss  
MANIS, WILKINSON, SNIDER & GOLDSBOROUGH  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21401-1911

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

## EXHIBIT "A"

BEGINNING for the same at an iron pipe here set on the Northeast side of Fourth Street, said point of beginning is North 28 degrees 20 minutes 40 seconds West 164.0 feet from the intersection formed by the Northwest side of Chesapeake Avenue with the Northeast side of said Fourth Street; thence from the point of beginning so fixed at right angles to the line of Fourth Street North 61 degrees 30 minutes 20 seconds east, 165.0 feet to an iron pipe here set, thence at right angles South 28 degrees 29 minutes 40 seconds, East 56.75 feet to an iron pipe here set, thence at right angles South 61 degrees 30 minutes 20 seconds West, 165.0 feet to the Northeast side of Fourth Street, thence with said Fourth Street North 28 degrees 29 minutes 40 seconds west, 56.75 feet to the point of beginning; containing 9,363.75 feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in April 1951.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 263014 recorded in Liber 501 Folio 174 on 7/25/86 at Anne Arundel County

1 DEBTOR(S) Linthicum Ferndale Auto Body, Inc.  
 ADDRESS(ES) 7178 B & A Boulevard  
Ferndale, Maryland 21061

2 SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION Collateral Unit  
 ADDRESS: MAILSTOP 500-501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below **RECORD FEE 10.00**  
 Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: **POSTAGE .50**  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ **#092450 0345 R01 T14:16**  
 Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_
- 7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below. **10/01/87**
- 8. \_\_\_\_\_

DEBTOR(S) *Paul D. ...*  
 BY: *Pres.* (SEAL)  
 BY: \_\_\_\_\_ (SEAL)

SECURED PARTY: Maryland National Bank  
 BY: *V. Ann Canty* (SEAL)  
**V. Ann Canty, Assistant Vice President**

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

101

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 518 PAGE 380

Identifying File No. 270010

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tire Engineering, Inc.

Address 169 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chesapeake Financial Corporation

Address 6 South 5th Street, Richmond, Virginia 23219

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit A

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 13.00  
POSTAGE .50

#091910 0345 R01 T13#12

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

10/01/87  
SA

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tire Engineering, Inc.

By: 4. Carel Warfield

4. CAREL WARFIELD, VICE PRESIDENT  
~~Carel Warfield, President~~

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Financial Corporation

By: [Signature] SVP

(Signature of Secured Party)

Philip W. Hughes, President Barry L. Johnson

Type or Print Above Signature on Above Line

518 PAGE 301  
381

EXHIBIT A

"Collateral" shall mean all of the Receivables, as hereinafter defined, payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by Borrower; all other obligations or indebtedness owed to Borrower from whatever source arising; all rights of Borrower to receive any payment in money or kind; all Inventory, as hereinafter defined; all Personal Property as hereinafter defined; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all reserves, balances, deposits and property of Borrower coming into the possession of Lender; all of Borrower's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by Borrower; all customer lists and other documents containing the names, addresses and other information regarding Borrower's customers, subscribers or those to whom Borrower provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items.

"Receivables" means, but is not limited to, all receivables billed under any tradename or style Borrower chooses to use from time to time in the ordinary course of business, all accounts, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by Borrower or acquired by Borrower from others, all cash and non-cash proceeds thereof, and contracts, documents, invoices and other instruments evidencing the same, all security therefor, guarantees, and all of Borrower's rights to any property sold or leased which is represented thereby, whether or not such Receivables are specifically assigned, which Receivables are created or otherwise arise out of the sale of merchandise or the rendering of services by Borrower. "Receivables" shall include all items described herein whether in the name of Borrower or any trade name or style Borrower chooses to use from time to time in the ordinary course of business.

"Inventory" means all Borrower's inventory, as defined in the Uniform Commercial Code, and all forms of merchandise in which Borrower may have an interest, whether or not specifically pledged or consigned, including but not limited to, all finished and unfinished merchandise, work in process, materials and supplies of every nature used or usable in connection with the manufacture, packing, shipping, advertising or sale of such merchandise, all such items in transit or in Borrower's constructive, actual or exclusive possession or not, or held by Borrower or others for Borrower's account and wherever the same may be located, including but not limited to, inventory which may be upon the premises of any carriers, forwarding agents, warehousemen, vendors, finishers or processors or other third parties who may have possession of such items, and all documents of title relating to such items, the cash and non-cash proceeds thereof, including but not limited to proceeds realized from the sale of such items and insurance proceeds.

"Personal Property" means all goods including, without limitation, the furniture, furnishings, fixtures, machinery, tools and equipment of every kind and description, now or hereafter owned by the Borrower in which the Borrower may now have or hereafter acquire any interest, including, but not limited to, all Personal Property as hereinabove defined located at 169 Defense Highway, Annapolis, Maryland 21401

BOOK 518 PAGE 383

To Be Recorded In The ~~Land~~  
~~Records And In The~~ Chattel  
Records of The Local  
Jurisdiction And Among The  
Financing Statement Records  
Of The State Department of  
Assessments And Taxation.

Not Subject To Recording  
Tax. *Indemnity Obligation*

269961

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

RECORD FEE 13.00

POSTAGE .50

#090700 0345 R01 715100

10/01/87

3

- 1. DEBTOR: J & J CONTRACTING, INC.  
823 Fairview Avenue  
Linthicum Heights, Maryland 21090
- 2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
  
Attention: Daniel G. Bittner,  
Commercial Loan Officer

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) All of the Debtor's Accounts, Inventory, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

(ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

135 SD

contracts with customers, deposits and prepayments;

- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (v) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (vi) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

J & J CONTRACTING, INC.,  
A Maryland Corporation

By: James W. Goode, President (SEAL)  
James W. Goode,  
President

Date: June 30, 1987

BOOK 518 PAGE 385

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JT) 6553

BB514003  
6553-5.FS

Mail to

Page 3 of 3 Pages

To Be Recorded In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of \$112.50 On Principal Amount Of \$22,500.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County. Remaining Portion Of Principal Amount Not Subject To Recordation Tax.

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

1. DEBTOR: JIM'S AIR TOOLS & EQUIPMENT OF BALTIMORE, INC.  
823 Fairview Avenue  
Linthicum Heights, Maryland 21090
- RECORD FEE 21.00  
RECORD TAX 157.50  
POSTAGE .50
2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A. 501 715100  
300 East Lombard Street  
Baltimore, Maryland 21202
- 10/01/87  
SA
- Attention: Daniel G. Bittner,  
Commercial Loan Officer
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

25 157.50 .50

- contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights,

customer lists, yellow page listings, telephone numbers, trade names;

- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
  - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
  - (xi) All rights, benefits, security, payments and collateral under that certain promissory note of even date herewith from J & J Contracting, Inc. to the Debtor and that certain Loan and Security Agreement of even dated herewith by and between J & J Contracting, Inc. and the Debtor;
  - (xii) General Intangibles in the form of goodwill; and
  - (xiii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

BOOK 518 PAGE 389

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

JIM'S AIR TOOLS & EQUIPMENT OF  
BALTIMORE, INC., A Maryland  
Corporation

By: James W. Goode, Pres. (SEAL)  
James W. Goode,  
President

Date: June 30, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JT) 6553

BB5140038  
6553-3.FS

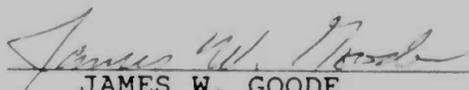
RECORDATION TAX CERTIFICATE

I, James W. Goode, president of Jim's Air Tools & Equipment of Baltimore, Inc., hereby certify, in connection with two (2) credit accommodations, from Baltimore Federal Financial, F.S.A. to Jim's Air Tools & Equipment of Baltimore, Inc. that the following is a good faith estimate of the value of the assets covered by the financing statement naming Jim's Air Tools & Equipment of Baltimore, Inc. as Debtor and evidencing the granting of a security interest in such assets to Baltimore Federal Financial, F.S.A.

Value of equipment, furniture and other non-exempt assets	=	\$ 25,000.00	=	.05
Total value of all assets covered by financing statement		\$ 500,000.00		

.05 x \$ 450,000.00 (total amount of secured debt) = \$22,500.00

Recordation Tax Due On \$ 22,500.00

  
JAMES W. GOODE

To Be Recorded In The Chattel Records of Anne Arundel County And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of \$25.00 On Principal Amount Of \$5,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County. Remaining Portion Of Principal Amount Not Subject To Recordation Tax.

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

- 1. DEBTOR: J & J CONTRACTING, INC.  
823 Fairview Avenue  
Linthicum Heights, Maryland 21090
- 2. SECURED PARTY: JIM'S AIR TOOLS & EQUIPMENT OF BALTIMORE, INC.  
823 Fairview Avenue  
Linthicum Heights, Maryland 21090
- 3. ASSIGNEE: BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
  
Attention: Daniel G. Bittner,  
Commercial Loan Officer

RECORD FEE 21.00  
 RECORD TAX 35.00  
 COSTS .50  
 TOTAL 56.50  
 10/01/87

4. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
  - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

25 35 50

- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to

indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

(ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);

(x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;

(xi) General Intangibles in the form of goodwill; and

(xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

5. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

J & J CONTRACTING, INC.,  
A Maryland Corporation

By: James W. Goode Pres. (SEAL)  
James W. Goode,  
President

Date: June 30, 1987

3004 518 PAGE 394  
SECURED PARTY:

JIM'S AIR TOOLS & EQUIPMENT OF  
BALTIMORE, INC.,  
A Maryland Corporation

By: James W. Goode Pres. (SEAL)  
James W. Goode,  
President

Date: June 30, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JT) 6553

BB514003  
6553-4.FS

RECORDATION TAX CERTIFICATE

I, James W. Goode, president of J & J Contracting, Inc., hereby certify, in connection with a credit accommodation from Jim's Air Tools & Equipment of Baltimore, Inc. that the following is a good faith estimate of the value of the assets covered by the financing statement naming J & J Contracting, Inc. as Debtor and evidencing the granting of a security interest in such assets to Jim's Air Tools & Equipment of Baltimore, Inc.

Value of equipment, furniture and other non-exempt assets	=	\$ 30,000.00	=	.10
Total value of all assets covered by financing statement		\$ 300,000.00		

.10 x \$ 50,000.00 (total amount of secured debt) = \$5,000.00

Recordation Tax Due On \$ 5,000.00

*James W. Goode*  
\_\_\_\_\_  
JAMES W. GOODE

BB51400038  
6553-1.RTC

Mail to

STATE OF MARYLAND

BOOK 518 PAGE 396

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 508-121

RECORDED IN LIBER 51732 FOLIO C777 R01 ON 2/10/87 (DATE)

1. DEBTOR

Name DR. NEIL WOODS, DDS  
156 Ritchie Highway  
Address Severna Park, MD 21146

2. SECURED PARTY

Name CITICORP INDUSTRIAL CREDIT, INC.  
1900 E. Golf Road Ste. 1100  
Address Schaumburg, IL 60173

RECORD FEE 10.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

#090810 0345 R01 715:05

10/01/87

JK

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The foregoing financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

TERMINATION

COUNTY FILING:

Dated \_\_\_\_\_

Ed Ude (eh)  
(Signature of Secured Party)

ED UDE  
Type or Print Above Name on Above Line

1650

269367

TO BE ) RECORDED IN ) SUBJECT TO ) RECORDING TAX  
 NOT TO BE ) LAND RECORDS )  NOT SUBJECT TO ) ON PRINCIPAL  
) ) AMOUNT OF ) \$ - 0 -

BOOK 518 PAGE 317

FINANCING STATEMENT

LESSEE:  
1. ~~XXXXXXXXXX~~:  
( DEMCO PRODUCTS COMPANY, INC.  
( Name or Names - Print or Type  
( 190-G Penrod Court Glen Burnie, Maryland 21061  
( Address - Street No. City-County State Zip Code  
( Name or Names - Print or Type  
( Address - Street No. City-County State Zip Code

LESSOR:  
2. ~~XXXXXXXXXXXXXX~~:  
( Atlantic Leasing & Financial, Inc.  
( Name or Names - Print or Type  
( Suite 207, One North Charles St., Baltimore, Md. 21201  
( Address - Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) Rise Technology ETP-1 Desktop Publishing System, all additions, attachments, and replacements thereto, See schedule A.

At the end of the lease term, the equipment will become the property of the lessee after satisfaction of all rentals due thereunder.

- 4. If above described personal property is to be affixed to real property, describe real property. RECORD FEE 11.00 POSTAGE .50 40-0850 1345 R01 715-408 10/01/87 JA
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral  are  are not covered.
- 7. Products of collateral  are  are not covered.

LESSEE: LESSOR:  
~~XXXXXXXXXX~~ : ~~XXXXXXXXXXXXXX~~

(Signature of Debtor)

DEMCO PRODUCTS COMPANY, INC.  
Type or Print

Atlantic Leasing & Financial, Inc.  
(Company, if applicable)

*Donald E. Miller*  
(Signature of Debtor) President

*Layne Hutterbayer*  
(Signature of Secured Party)

DONALD E. MILLER  
Type or Print

Layne Hutterbayer, Leasing officer  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Atlantic Leasing & Financial, Inc.  
Suite 207, One North Charles Street  
Baltimore, Maryland 21201

11/50



SCHEDULE A  
ATTACHMENT TO UCC-1 BETWEEN  
ATLANTIC LEASING & FINANCIAL, INC. (LESSOR)  
AND  
DEMCO PRODUCTS COMPANY, INC. (LESSEE)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>
1	ETP-1 System, to include <ul style="list-style-type: none"><li>- Masscomp</li><li>- Winchester disks</li><li>- 60MB Tape</li><li>- Canon CX</li><li>- Video Camera/Monitor</li><li>- Gray Scale Monitor</li><li>- Mouse/Tablet</li><li>- C-Itoh Terminal</li><li>- Applications Packages</li><li>- Video Recorder Module</li><li>- Canon 9030 with Duplexor/Paper Deck</li><li>- Installation/Training</li><li>- Two Month Warranty</li></ul>	Rise Technology, Inc.

PRINT OR TYPE ALL INFORMATION

269968

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Louis A. Farnella  
Patricia Newcomer Farnella  
Holiday Mobile Estates  
Clark Road  
Jessup, Maryland 20794

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 12.00

POSTAGE .50

#092970 0345 R01 T15:18

10/01/87

SA

Name & address of Secured Party  
United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Virginia 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1987 Commodore, 70X14, 3Br., serial #AL22831A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Louis A. Farnella

Patricia Newcomer Farnella

Signature of Debtor if applicable (Date) 9-10-87

Kelley R. Blue

9/10/87

Signature of Secured Party if applicable (Date)

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

518 PAGE 4111

Identifying File No. 84040

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

269969

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Original Philadelphia Style #3 t/a Tops Seafood Restaurant  
Address 496 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION  
Address The Beaumont Building, P.O. Box 71, South Station  
Framingham, Massachusetts 01701

RECORD FEE 12.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1) Microwave sn 03194
- 1) Charc Broiler sn 33485
- 1) Steamer sn 148881

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

"Equipment Lease - does not create a security interest."

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Nikolas Mamas  
(Signature of Debtor) LESSEE:

Original Philadelphia Style #3  
Type or Print Above Name on Above Line

50

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen Emers  
(Signature of Secured Party) LESSOR:

Kathleen Emers  
EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 518 PAGE 401

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269970

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Original Philadelphia Style #4

Address 496 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station

Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) CTX Gemini 55 Conveyer Oven

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

RECORD FEE 11.00  
POSTAGE .50  
#093070 0345 R01 T15:25  
10/01/87  
sh

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Nikelaus Mamalis  
(Signature of Debtor) LESSEE:

Nikelaus Mamalis  
Original Philadelphia Style #4  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen Emers  
(Signature of Secured Party) LESSOR:

Kathleen Emers  
EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

FINANCING STATEMENT

269971

TO BE RECORDED IN THE FINANCING  
STATEMENT RECORDS OF THE STATE  
OF MARYLAND, AND IN THE FINANCING  
STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

SUBJECT TO  
RECORDATION TAX  
ON EQUIPMENT VALUE  
OF \$50,000.00 PAID TO  
STATE DEPARTMENT OF  
ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer  
pursuant to the Uniform Commercial Code.

- |    |   |   |  |                                |
|----|---|---|--|--------------------------------|
| 1. | NAME AND<br>ADDRESS OF<br>DEBTOR:             | Naron Ag Refining Co., Inc.<br>717 (L) Hammonds Ferry Road<br>Baltimore, Maryland 21090   |  |                                |
| 2. | NAMES AND<br>ADDRESSES OF<br>SECURED PARTIES: | Mr. Daniel E. Wagner<br>and<br>Mr. Max Bloom<br>c/o Daniel E. Wagner<br>401 E. Pratt Street, Suite 323<br>Baltimore, Maryland 21202 | RECORD FEE<br>POSTAGE<br>#093120 0345 R01 115128 | 11.00<br>.50<br>10/01/87<br>JA |

3. This Financing Statement covers the following types (or  
items) of property:

(a) Accounts Receivable, Notes, Instruments, Chattel Paper, Contract Rights and General Intangibles. All present and future accounts, notes, securities, instruments, documents, chattel paper, receivables, general intangibles and contract rights of Borrower constituting or evidencing the right to receive the payment of money, whether such right to payment now exists or hereafter arises, whether or not arising out of the sale, lease or other disposition of goods or other property by Borrower or under any contract or agreement to render services of any kind, whether or not such right to payment is earned by performance, and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, document, chattel paper or otherwise, together with all other rights which Borrower may at any time have, by law or against any account all rights which Borrower may at any time have, by all rights and liens which Borrower may at any time have, by law or agreement, against any property of such account debtor or against any property of any such other obligor including, but not limited to, stoppage in transit, replevin or reclamation, together with all present and future patent rights, copyrights and trademarks (all herein collectively referred to as "Accounts").

(b) Inventory. All inventory of Borrower of every type and description, now owned or hereafter acquired and wherever located, including raw materials, work in process and finished goods, returns and repossessions, all materials usable or used or consumed in the business of Borrower or used for the storage of inventory, together with all present and future substitutions, parts, accessories and

1180

additions thereto in form whatsoever (all herein collectively referred to as "Inventory").

(c) Machinery, Equipment and Fixtures. Except for liens of suppliers or vehicles, currently or hereafter purchased or leased by Borrower, all right, title and interest of Borrower in and to all machinery and equipment located, including, but not limited to, all vehicles, furniture, furnishings, tools, fixtures and supplies used in or related to the business of Borrower, including, but not limited to, any machinery and equipment described in any supplemental or separate schedule now or hereafter delivered by or on behalf of Borrower to Lender, together with all parts, additions, attachments, accessions, replacement parts and substitutions in any form whatsoever (all herein collectively referred to as "Equipment").

(d) All proceeds of insurance policies concerning any of the aforescribed personal property, or both;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

4. Proceeds and products of the collateral are also covered.

5. This transaction is not exempt from recordation tax; the present fair market value of equipment if \$50,000.00

DEBTOR:

NARON AG REFINING CO., INC.

Max Bloom  
Secretary

By Daniel E. Wagner (SEAL)  
Daniel E. Wagner, President

SECURED PARTIES:

\_\_\_\_\_

By Daniel E. Wagner (SEAL)  
DANIEL E. WAGNER

\_\_\_\_\_

By Max Bloom (SEAL)  
MAX BLOOM

DATE: \_\_\_\_\_

MR. CLERK: Please return to:

James S. Maffitt, Esquire  
Anderson, Coe & King  
201 N. Charles Street, Suite 2000  
Baltimore, Maryland 21201

BOOK 518 PAGE 404

269972

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): J & L Contracting Inc. 502 Corbin Parkway Annapolis, Maryland 21401		2. Secured Party(ies) Address(es) And Name(s): John C. Louis Company, Inc. 1809 Cherry Hill Road Baltimore, Md. 21230		3. Maturity Date (Optional):	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) Melroe Model M743 Bobcat Loader S/N 34328 with flotation tires, 60" bkt with teeth and 60" bkt without teeth, pallet fork frame h.d, pallet teeth 36", snow plow blade, 6', HD, Beck 3H9 trailer S/N P3499-spares tire for trailer  This not subject to recordation tax  DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City		4. For Filing Officer: Date, Time, File No., Filing Office:  RECORD FEE 11.00 POSTAGE .50 #023010 C345 P01 T15+20 10/01/87		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107	
8. Signatures: By <u>J &amp; L Contracting Inc.</u> <u>[Signature]</u> Debtor(s) [or Assignor(2)]		By <u>John C. Louis Company, Inc.</u> <u>[Signature]</u> Secured Party (ies) [or Assignee(s)]		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.  <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

269973

BOOK 518 PAGE 405

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First, and Address(es)) SHARON ELIZABETH LAING ROYAL EMORY KIRBY JR. LOT 138 7959 TELEGRAPH SEVERN MD 21144		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility	
				4. Fee Filing Officer, Date, Title, No. Filing Office RECORD FEE 12.00 POSTAGE .50	
5. This Financing Statement covers the following type(s) (or items) of property 1980 KIT SIERRA 56 X 14 SERIAL # F2300262972 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL				6. Assignee(s) of Secured Party and Address(es) #092350 0345 #01 T15129 10/01/87 S	
7. <input checked="" type="checkbox"/> This statement is to be indexed in the Real Estate Records. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.				7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8. Describe Real Estate Here		9. Name of a Record Owner			
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignor(s) and Consignee(s) or <input type="checkbox"/> Lessor(s) and Lessee(s)					
By: SHARON ELIZABETH LAING / ROYAL EMORY KIRBY JR.		GREEN TREE ACCEPTANCE INC.			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)			
(3/83)		(1) FILING OFFICER COPY - NUMERICAL 12.30			
STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania					

BOOK 518 PAGE 406

269974

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): Teddy R & Larry D. Akers DBA Akers Construction Co. 1470 Generals Hwy. Crownsville, Md. 21032	2. Secured Party(ies) Address(es) And Name(s): John C. Louis Co. Inc. 1805 Cherry Hill Road Baltimore, Md. 21230	4. For Filing Officer: Date, Time, File No., Filing Office:  RECORD FEE 13.00 POSTAGE .50 MICHIGAN STATE 901 715431	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) One Melroe Bobcat Loader Model M743 S/N 34281 with flotation tires, spare tire, 60" Bkt with teeth and 60" bkt without teeth		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107 10/01/87	
This is not subject to recordation tax		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.  <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	
DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City			

8. Signatures:  
 Teddy R & Larry D. Akers DBA Akers Construction Co. \_\_\_\_\_  
 John C. Louis Company, Inc. \_\_\_\_\_  
 By Larry D. Akers Debtor(s) [or Assignor(2)] By W. Davison Secured Party(ies) [or Assignee(s)]  
 W. Davison President

135

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

BOOK 518 PAGE 407

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First and ADDRESS(ES))  
Bagdasarian, Michael H, Sr.  
116 Polling House Rd  
Hanwood, MD 20736

2. SECURED PARTY(IES) and ADDRESS(ES)  
John Deere Company  
P.O. Box 65090  
La Des Moines, IA 50265

3. MATURITY DATE (If Any)  
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 579184116 AB 256 497 SR 45-1 PG 466

Filed with County of Anne Arundel Date Filed 6-85

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
4093220 0345 R01 115134  
10 Anne Arundel County Clerk 10/01/87  
Annapolis, MD 21401 JA

10  
Number of Additional Sheets Presented

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By [Signature]  
Signature(s) of Secured Party(ies)  
Manager, Processing  
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

Bagdasarian, Michael H., Sr.  
116 Polling Horse Rd  
Harwood, MD 20756

2 SECURED PARTY(IES) and ADDRESS(ES)

John Deere Company  
P.O. Box 45090  
W. Des Moines, IA 50345

3 MATURITY DATE  
(If Any)

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 679134-116 AB 257-712 BR 486 pg 281

Filed with Anne Arundel Date Filed 3-85

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
#093230 0345 R01 T15134  
10/01/87  
JA

10

TO Anne Arundel County Clerk  
Annapolis, MD 20403

Number of Additional Sheets Presented

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By [Signature]  
Signature(s) of Secured Party(ies)

Manager, Processing  
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			

Zelko's Glass Co. - Annapolis Lock and Key, Inc.  
605 Chinquapin Round Rd. Annapolis, Md. 21401

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 11.00  
 POSTAGE .50  
 #054260 C237 R02 T08:49  
 10/02/87

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated. JA

Secured Party: SOVRAN BANK/MARYLAND

By: *Jeffrey D. Dunaway*

Type Name Jeffrey D. Dunaway

Title Assistant Vice President/  
Commercial

Debtor(s) or Assignor(s)

Zelko's Glass Co. - Annapolis Lock and Key, Inc.

By: *Donald B. Hopkins*, President

\_\_\_\_\_  
 Type or Print Name and Title of Each Signature



BOOK 518 PAGE 410

269978

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other: Anne Arundel Co.

1. Debtor(s) NAME Street City State

Allan E. and Diane W. Burt  
6300 Town Point Road, Tracy's Landing, MD 20779

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 12.00  
 POSTAGE .50  
 #056270 0237 R02 T08:49  
 10/02/87

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Thomas V. Claggett

Type Name Thomas V. Claggett

Title Senior Vice President

Debtor(s) or Assignor(s)

Allan E. Burt  
Allan E. Burt  
Diane W. Burt  
Diane W. Burt

Type or Print Name and Title of Each Signature

12/20

TO BE

NOT TO BE

RECORDED IN  
XXXXXXXXXXXX  
Chattel Records  
OF ANNE ARUNDEL  
COUNTY

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):  
(Borrower)

BELLO MACHRE, INC.  
Name or Names - Print or Type

P. O. Box 969, Glen Burnie, Maryland 21061  
Address - Street No., City-County State Zip Code

\_\_\_\_\_  
Name or Names - Print or Type

\_\_\_\_\_  
Address - Street No., City-County State Zip Code

2. Secured Party:

COMMUNITY DEVELOPMENT ADMINISTRATION, A DIVISION OF THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT OF THE  
STATE OF MARYLAND  
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - EXHIBIT A & B

4. If above described personal property is to be affixed to real property, describe real property.

453 Susan Court, Linthicum, Maryland 21093

RECORD FEE 17.00  
POSTAGE .50  
#057340 0237 R02 T13:26  
10/02/87  
JA

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral   x   are \_\_\_\_\_ are not covered.

7. Products of collateral   x   are \_\_\_\_\_ are not covered.

DEBTOR(S): BELLO MACHRE, INC.  
(Borrower)

*Robert T. Ireland*  
(Signature of Debtor)

SECURED PARTY: COMMUNITY DEVELOPMENT  
ADMINISTRATION, A DIVISION OF THE DEPART-  
MENT OF HOUSING AND COMMUNITY DEVELOPMENT  
OF THE STATE OF MARYLAND

ROBERT T. IRELAND  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
(Company, if applicable)

*By: Fran D. Makle*  
(Signature of Secured Party)

*Fran D. Makle Authorized Officer*  
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
COMMUNITY DEVELOPMENT ADMINISTRATION, 45 Calvert Street,  
Name and Address Annapolis, Maryland 21401

17.50

EXHIBIT "A"

KNOWN AND DESIGNATED as Lot Numbered Three (3) as shown on a Plat  
entitled, "Revised Plat of LINTHICUM HILLS", which said Plat is  
recorded among the Plat Records of Anne Arundel County in Plat  
Book 93, folio 88. The improvements thereon being known as 453  
Susan Court, Linthicum.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

Mail to Community Dev.

TO BE

NOT TO BE

RECORDED IN  
XXXXXXXXXXXXX  
Chattel Records  
Of Anne Arundel  
County

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s): (Borrower) BELLO MACHRE, INC.  
Name or Names - Print or Type

P. O. Box 969, Glen Burnie, Maryland 21061  
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

Address - Street No., City-County State Zip Code  
COMMUNITY DEVELOPMENT ADMINISTRATION, A DIVISION OF THE

2. Secured Party: STATE OF MARYLAND  
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - EXHIBIT A & B

4. If above described personal property is to be affixed to real property, describe real property.

200 Lindsay Dell, Glen Burnie, Maryland 21061

RECORD FEE 17.00  
POSTAGE .50  
#057390 0237 002 713+31  
10/02/87  
JA

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are \_\_\_\_\_ are not covered.

7. Products of collateral X are \_\_\_\_\_ are not covered.

DEBTOR(s): BELLO MACHRE, INC.  
(Borrower)

Robert T. Ireland  
(Signature of Debtor)

SECURED PARTY: COMMUNITY DEVELOPMENT  
ADMINISTRATION, A DIVISION OF THE DEPART-  
MENT OF HOUSING AND COMMUNITY DEVELOPMENT  
OF THE STATE OF MARYLAND

ROBERT T. IRELAND  
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

By: Fran D. Makle  
(Signature of Secured Party)

Fran D. Makle, Authorized OFFICER  
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
COMMUNITY DEVELOPMENT ADMINISTRATION, 45 Calvert Street,  
Name and Address Annapolis, Maryland 21401

1700  
30

EXHIBIT "A"

ALL THAT LOT OF GROUND situate in the Third Assessment District of Anne Arundel County, being known and designated as Lot 36, as shown on the plat entitled "Section 3, The Highlands," which plat is recorded among the Land Records of Anne Arundel County in Plat Book 33, folio 19. The improvements thereon being known as 200 Lindsay Dell.

## EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

TO BE

NOT TO BE

RECORDED IN  
XXXXXXXXXXXX  
Chattel Records  
OF ANNE ARUNDEL  
COUNTY

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):  
(Borrower)

THE HELPING HAND, INC.  
Name or Names - Print or Type

191 Clay Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

\_\_\_\_\_  
Name or Names - Print or Type

\_\_\_\_\_  
Address - Street No., City-County State Zip Code

2. Secured Party:

COMMUNITY DEVELOPMENT ADMINISTRATION, a Division of the  
Department of Housing and Community Development of the State of  
Maryland  
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - EXHIBIT A & B

4. If above described personal property is to be affixed to real property, describe real property.

77 Clay Street, Annapolis, Maryland 21401

RECORD FEE 17.00  
POSTAGE .50  
#057440 0237 R02 T13:37  
10/02/87

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are \_\_\_\_\_ are not covered.

7. Products of collateral X are \_\_\_\_\_ are not covered.

DEBTOR(s): THE HELPING HAND, INC.  
(Borrower)

Marion B Satterthwaite  
(Signature of Debtor)

MARION SATTERTHEWAITE  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:  
COMMUNITY DEVELOPMENT ADMINISTRATION  
A Division of Housing and Community Development  
of the State of Maryland

\_\_\_\_\_  
(Company, if applicable)

By: Fran D. Makle  
(Signature of Secured Party)

Fran D. Makle Authorized Officer  
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address COMMUNITY DEVELOPMENT ADMINISTRATION, 45 Calvert Street,  
Annapolis, Maryland 21401

17030

EXHIBIT A

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

BOOK 518 PAGE 422

EXHIBIT "B"

ALL THAT LOT OF GROUND situate in the City of Annapolis, being Lot No. 22, as shown on the Plat of Martin Luther King Village, Annapolis Urban Renewal Authority Disposal Parcel 15, Block 4, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 58, folio 23; the improvements thereon being known as 77 Clay Street.

Mail to

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
~~XXXXXXXXXXXX~~ UCC RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Bradford, Larnie E. 8804 Shannan Drive, Clinton, Maryland

Bradford, Judith L. 8804 Shannan Drive, Clinton, Maryland

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Potomac Savings Bank, FSB 10230 New Hampshire Avenue, Silver Spring, MD

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE A ATTACHED HERETO

AND INCORPORATED HEREIN

RECORD FEE 12.00  
 POSTAGE .50  
 #057550 0237 R02 T15:21  
 10/02/87  
 JA

Michael A. Cohen  
 Potomac Savings Bank, FSB  
 10230 New Hampshire Avenue  
 Silver Spring, Maryland 20904

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.  
 Name of Record Owner: Larnie E. and Judith L. Bradford
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:  
 Description of Real Estate: 473 Avon Court, Friendship, Maryland 20758
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Larnie Bradford  
Larnie E. Bradford

Judith L Bradford  
Judith L. Bradford

Potomac Savings Bank, FSB (Seal)  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1230

SCHEDULE FOR FINANCING STATEMENTSCHEDULE A

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (excluding all such property which is owned by occupancy tenants of the debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease) including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Prince George's County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

Mail 12

270015  
BOOK 518 PAGE 425

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ \_\_\_\_\_
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.

### FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: S & S Imports, Inc.  
(Name or Names - Last Name First)

5 Severn Court, Annapolis, Maryland 21403  
(Address)

2. SECURED PARTY: **MADISON NATIONAL BANK**  
1730 M Street, N.W.  
Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

**Equipment.** The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

**Inventory.** All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

**Receivables.** All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

**Furniture, Fixtures, Equipment and Supplies.** All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

**Other.** 24,858 shares of Potomac Savings Bank, F.S.B.

RECORD FEE 11.00  
POSTAGE .50  
#094210 0040 R01 T15:10  
10/02/87

4. Proceeds of collateral are covered hereunder: YES  NO

5. Products of collateral are covered hereunder: YES  NO

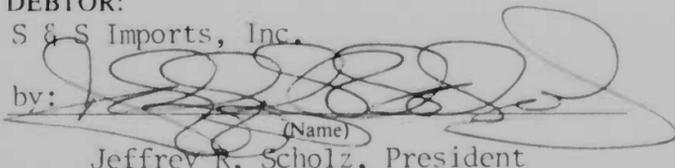
6. Filed with: AnneArundel County

7. RETURN TO: **MADISON NATIONAL BANK**

Dated this 25th day of September, 19 87.

DEBTOR:

S & S Imports, Inc.

by: 

(Name)

Jeffrey R. Scholz, President

(Title)

SECURED PARTY:

**MADISON NATIONAL BANK**

BY: 

(Name)

Cheryl S. Beebe, Asst. Vice President

(Title)

11/50

September 25, 1987

SCHEDULE A

BOOK 518 PAGE 426

INVENTORY. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

RECEIVABLES. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossed items of Inventory.

OTHER. 24,858 shares of Potomac Savings Bank, F.S.B.

S & S Imports, Inc.

by:   
Jeffrey R. Scholz, President

BOOK 518 PAGE 427

This STATEMENT is presented to a \_\_\_\_\_ officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>Brennan, John M.</b> 3463 Constellation Drive Davidsonville, MD 21035	2. Secured Party(ies) and address(es) <b>Resources Funding Corporation</b> c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office):  RECORD FEE 10.00 POSTAGE .50 H094190 0040 R01 T15109 10/03/87
--	---	--

4. This statement refers to original Financing Statement bearing File No. ID 260718  
Liber 495 Page 483  
 Filed with AnnAundrel Co Cir Ct CLK Date Filed March 7, 19 86

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
 10.

All collateral described in Ucc-1 assigned to: **Marine Midland Bank, N.A.,**  
 as Agent  
 140 Broadway  
 New York, NY 10005  
 No. of additional Sheets presented: \_\_\_\_\_

Willowick Associates Resources Funding Corporation  
 By: \_\_\_\_\_ By: \_\_\_\_\_ Agent  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)  
 (1) Filing Office Copy - Alphabetical  
 STANDARD FORM - FORM UCC-3  
 1052



MARYLAND NATIONAL BANK

BOOK 518 PAGE 428

270017

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore City County Maryland

5 Debtor(s) Name(s) Address(es)

PATRICK PORZILLO 7 Carrollton Road  
 MAUREEN PORZILLO Annapolis, Maryland 21401

RECORD FEE 12.00  
 #094330 0040 R01 T15#36  
 10/02/87  
 JA

6 Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK ~~10+ight Street~~ P.O. Box 871  
 Attention: Charles S. Fitzgerald ~~4th Floor~~ Annapolis, Md. 21404  
(Annapolis REM Unit) ~~Baltimore, Maryland 21202~~

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 28, 19 87 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., Trustees (the Deed of Trust), all property being located in Baltimore City County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Patrick Porzillo (SEAL)  
 Patrick Porzillo

Maureen Porzillo (SEAL)  
 Maureen Porzillo

Secured Party  
 MARYLAND NATIONAL BANK

By Charles S. Fitzgerald (SEAL)  
Charles S. Fitzgerald  
 Vice President  
 Type name and title

Mr Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

Parcel No. 1

BEGINNING for the first thereof at the northeast corner of Eastern Avenue and Eden Street and running thence easterly binding on the north side of Eastern Avenue seventy-eight feet six inches to the southeast corner of the ground described in a Deed from Walter Farnandis and wife to the Wesleyan Home Missionary Society of the City of Baltimore, date December 3rd, 1852, and recorded among the Land Records of Baltimore City, Maryland, in Liber E.D. No. 25, folio 180, thence northerly binding on the easternmost line of said lot, eighty feet to the southeast corner of the lot described in a Deed from said Wesleyan Home Missionary Society of the City of Baltimore to Frederick Lang, dated January 3rd, 1881, and recorded among the Land Records aforesaid in Liber F.A.P. No. 887, folio 55, thence westerly along the southernmost side of said lot seventy-eight feet six inches to the east side of Eden Street, and thence southerly binding on the east side of Eden Street eighty feet to the place of beginning.

Parcel No. 2

BEGINNING for the second thereof at the corner formed by the intersection of the north side of Eastern Avenue and the west side of Spring Street and running thence westerly binding on the north side of Eastern Avenue ninety-one feet two inches to the ground formerly belonging to the Home Mission Chapel, thence northerly binding on said ground and continuing the same course parallel with Spring Street two hundred fifteen feet and six inches to a point eighty-five feet south from the south side of Bank Street, thence easterly parallel with Bank Street ninety-one feet two inches to the west side of Spring Street, thence southerly binding on the west side of Spring Street two hundred fifteen feet six inches to the place of beginning.

THE IMPROVEMENTS thereon being now or formerly known as 1400 Eastern Avenue.

270018

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

RECORD FEE 12.00  
 POSTAGE .50  
 M024340 ROAD 201 T15137  
 10/02/87  
 ✱

5. Debtor(s) Name(s) Address(es)  
 Brian B. Austin T/A Snap-On Tool 304 Riverside Drive  
 Pasadena, Maryland 21122

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: Linda Ditter 100 S. Charles Street  
 Loan Documentation Asst. Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 \_\_\_\_\_ (Seal) Brian B. Austin (Seal)  
 Brian B. Austin, Individually and  
 \_\_\_\_\_ (Seal) T/A Snap-On Tool (Seal)

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

1850

FINANCING STATEMENT

Debtor(s)

Date: 09-04-87 270019

Name: Edward W. Salisbury  
 Kimberly A. Salisbury  
 Address: 7932 Dorsey Run Road  
 Jessup, Md. 20794

Secured Party: Tower Federal Credit Union  
 P.O. Box 123  
 Annapolis, Maryland 20701

RECORD FEE 12.00  
 RECORD TAX 80.50  
 POSTAGE .50  
 MOP-350 0040 R01 T15141  
 10/02/87

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kubota Tractor

2. If above described personal property is to be affixed to real property, describe real property.

3. Proceeds of collateral  are  are not covered.

4. Products of collateral  are  are not covered.

5. This transaction  is  is not subject to a recordation tax.

If subject to tax: Amount Financed 11,400.00 Recordation Tax \$93.00 + \$12.00  
 Circuit Court of Anne Arundel County

Debtor(s):

*E. Salisbury*  
 (Signature)

Edward W. Salisbury  
 (Type or Print)

*K.A. Salisbury*  
 (Signature)

Kimberly A. Salisbury  
 (Type or Print)

Secured Party:

Tower Federal Credit Union

By: *Lillian Loney*

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
 P.O. Box 123  
 Annapolis Junction, Maryland 20701

1050  
 8050



## "ADDENDUM TRACTOR

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Consumer Credit Disclosure Statement to which this Addendum is attached, in and to the following described personal property:

## Collateral:

 New     Old
Year: 1987Description: TractorMake and Model: Kubota 26.5hpSerial Number: L2250DT73pt. 540' PTO

## Equipment (included as part of the collateral):

 B F 400 Q Loader

Serial No. \_\_\_\_\_

 Other: Woods RB6 6'Blade

The collateral is to be located at: 7932 Dorsey Run Road  
Jessup, Md. 20794

Date: 9 SEPT 87

Edward W. Salisbury  
 DEBTOR Edward W. Salisbury

Kimberly A. Salisbury  
 DEBTOR Kimberly A. Salisbury

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

270020

Anne Arundel County  
FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Compuvision Computer Centers, Inc.  
Address 6656 E. Dobbin Road Columbia, MD 21045  
Plus any and all other locations.

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above 10/02/87

RECORD FEE 11.00

POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Compuvision Computer Centers, Inc.

(Signature of Debtor)

Dennis K. Stoner, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.

(Signature of Secured Party)

KENNETH N. COLLINS - CREDIT MANAGER  
Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND

BOOK 518 PAGE 431

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10471  
RECORDED IN LIBER 518 FOLIO 73 ON MAY 11, 1987 (DATE) 267518

1. DEBTOR

Name Fentress, William L., MD DDS  
Address 575 Baltimore Anapolis Blvd. Severna Park, MD 21146

2. SECURED PARTY

Name Macrolease International Corporation  
Address 50 Jericho Tpke.  
Jericho, NY 11753  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All of the equipment of the original financing is assigned to:

Midlantic National Bank  
2 Broad Street  
7th Floor  
Bloomfield, NJ 07003

RECORD FEE 10.00  
#094430 0040 R01 T1546  
10/02/87  
JA

William L. Fentress  
Fentress, William L., MD DDS

Dated \_\_\_\_\_

[Signature]  
(Signature of Secured Party)

Macrolease International Corporation  
Type or Print Above Name on Above Line

BOOK 518 PAGE 435

270021

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 4004544-038 SCH-51

1. ~~XXXXXX~~ (Last Name First) and address(es)  
LESSEE  
84 Lumber Company (Inc.)  
RD No. 1, Rt. 519  
Eighty-Four, PA 15384

2. ~~XXXXXXXXXXXXXX~~ and address(es)  
LESSOR  
GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE  
One Northshore Center  
Suite 110  
Pittsburgh, PA 15212

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#09400 0040 801 715445  
10/02/87

4. This financing statement covers the following types (or items) of property: See Annex A-1, A-2 and A-3 attached hereto and made part hereof. This financing statement is filed solely as a precaution if, contrary to the intention of the above parties, this transaction is deemed to be other than a true lease as defined in Section 1-201(37) of the Uniform Commercial Code.

5. Assignee(s) of Secured Party and Address(es)

"Not Subject to Recordation Tax"

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, MD

84 Lumber Company (Inc.)  
By: *Charles Campaigne*  
Signature(s) of ~~XXXXXX~~ LESSEE

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE  
By: *R S Sakkalik*  
Signature(s) of ~~XXXXXXXXXXXXXX~~ LESSOR

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

GENERAL ELECTRIC CREDIT CORPORATION

ANNEX A-1  
SCHEDULE 51

BOOK 518 PAGE 438

This Annex is to be attached to and become part of Schedule 51 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

<u>84 Lumber &amp; Home Centers Equipment Location</u>	<u>Description</u>	<u>Year</u>	<u>Model</u>	<u>Serial Number</u>
4484 Quad Counties Court Mt. Airy, MD 21771 Carroll County	New Champ Forklift Truck	1987	HC884LZGPSZ	870244
2181 Lockport Road Niagara Falls, NY 14304 Niagara County	New Champ Forklift Truck	1987	HC884LZGPSZ	870252
3497 Decan Drive 175 and Pierson Road Mt. Morris, MI 44504 Genesee County	New Champ Forklift Truck	1987	HC884LZGPSZ	870248
US Rt. 9 and NJ Rt. 70 Lakewood, NJ 08701 Ocean County	New Champ Forklift Truck	1987	HC884LZGPSZ	870249

Renewal Basic Rental (Quarterly) \$1,863.28 + tax

\*Together with any and all present and future attachments, accessions and additions thereto substitutions, accessories and equipment therefore and replacements thereof.\*

This Annex is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)  
OF TENNESSEE

84 Lumber Company (Inc.) (L.S.)

By [Signature] (L.S.)

By [Signature] (L.S.)

3166D

GENERAL ELECTRIC CREDIT CORPORATION

ANNEX A-2  
SCHEDULE 51

BOOK 518 PAGE 437

This Annex is to be attached to and become part of Schedule 51 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

<u>84 Lumber &amp; Home Centers Equipment Location</u>	<u>Description</u>	<u>Year</u>	<u>Model</u>	<u>Serial Number</u>
Rt. 3 Box 339 Troutville, VA 24210 Botetourt County	New TCM Forklift Truck	1987	FHG30N8	46001000
10124 Channel Road Lakeside, CA 92040 San Diego County	New TCM Forklift Truck	1987	FHG30N8	46000976
1902 E. Division Street Arlington, TX 76010 Tarrant County	New TCM Forklift Truck	1987	FHG30N8	46000974
9665 Rt. 290 East Austin, TX 78724 Travis County	New TCM Forklift Truck	1987	FHG30N8	46000975
1704 Harford Road Pallston, MD 21407 Harford County	New TCM Forklift Truck	1987	FHG30N8	46000985
Rt. 176 & 170 Harmon's, MD 21077 Anne Arundel County	New TCM Forklift Truck	1987	FHG30N8	46000984

Renewal Basic Rental (Quarterly) \$1,843.60 + tax

"Together with any and all present and future attachments, accessions and additions thereto substitutions, accessories and equipment therefore and replacements thereof."

This Annex is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)  
OF TENNESSEE

84 Lumber Company (Inc.) (L.S.)

BY [Signature] (L.S.)

BY [Signature] (L.S.)

3167D

GENERAL ELECTRIC CREDIT CORPORATION

ANNEX A-3  
SCHEDULE 51

BOOK 518 PAGE 438

This Annex is to be attached to and become part of Schedule 51 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

<u>84 Lumber &amp; Home Centers Equipment Location</u>	<u>Description</u>	<u>Year</u>	<u>Model</u>	<u>Serial Number</u>
11384 Livingston Road Port Washington, MD 20744 Forrest Prince Georges County	New TCM Forklift Truck	1987	FCG25N6	48803244
6200 Poe Avenue Dayton, OH 45414 Montgomery County	New TCM Forklift Truck	1987	FCG25N6	48803258
569 Rome Hilliard Road Columbus, OH 43228 Franklin County	New TCM Forklift Truck	1987	FCG25N6	48803243
11350 Transit Road Amherst, NY 14226 Erie County	New TCM Forklift Truck	1987	FCG25N6	48803265
Jefferson Avenue Palls Creek, PA 15840 Clearfield County	New TCM Forklift Truck	1987	FCG25N6	48803260
705 Comanche NE Albuquerque, NM 87107 Bernalillo County	New TCM Forklift Truck	1987	FCG25N2	55806078
30 Mathews Road Frazer, PA 19355 Chester County	New TCM Forklift Truck	1987	FCG25N6	48803263
RD #2, Box 230, Rt. 33 and 34 Farmingdale, NJ 07727 Monmouth County	New TCM Forklift Truck	1987	FCG25N6	48803261

Renewal Basic Rental (Quarterly) \$1,577.42 + tax

"Together with any and all present and future attachments, accessions and additions thereto substitutions, accessories and equipment therefore and replacements thereof."

This Annex is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION(L.S.)  
OF TENNESSEE

84 Lumber Company (Inc.) (L.S.)

By [Signature] (L.S.)

By [Signature] (L.S.)

OR 843 (8-73) CATALOG ORDER # 880184  
21680

BOOK 518 PAGE 439

270022

NOT SUBJECT TO TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Almo Distributing Maryland, Inc.

Address Apollo Warehouse, 8309 Sherwick Court, Jessup, MD 29794

2. SECURED PARTY

Name Meridian Bank

Address 5 Penn Center Plaza, Philadelphia, PA 19103

RECORD FEE 11.00  
POSTAGE .50  
#057970 C237 R02 T11:10  
10/05/87  
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) Debtor hereby grants to Secured Party a security interest in all of Debtor's existing and future inventory, wherever located, \*documents of title, accounts, accounts receivable, contract rights, articles of intangible personal property sold, supplied or otherwise disposed of and represented by an account, guaranties of Debtor's accounts and contract rights; goods or services, the sale or performance of which gave rise to any account of Debtor, including any returned goods; and all of Debtor's existing and future general intangibles including but not limited to choses in action, customer lists, books, records, patents, copyrights, trademarks, trade names, plans, blueprints, patterns, trade secrets; and rights in franchises, sales, contracts and licenses, litigation claims, tax refunds, returns and unearned insurance premiums related to the foregoing. In addition, the above property includes all after-acquired property and proceeds and products of the foregoing.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)   
\* EXCEPT inventory located at 9815 Roosevelt Blvd., Philadelphia, PA and all room air conditioners and dehumidifiers.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ALMO DISTRIBUTING MARYLAND, INC.

By: Eugene B. Chaiken  
(Signature of Debtor)

Eugene B. Chaiken, CEO  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

MERIDIAN BANK

By: John H. VanDusen SVP  
(Signature of Secured Party)

John H. VanDusen, SVP  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARYLAND CAPITAL GRAPHICS INC
Address 2242 Bay Ridge Avenue Annapolis, Md. 21403

2. SECURED PARTY

Name CHANLEY FINANCE COMPANY
Address 222 Cedarmere Circle Owings Mills, Md. 21117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
Baltimore Federal Financial
500 North Calvert Street
Baltimore, Md. 21202

(1) A B Dick 9810XCS Offset Press s/n 10314

RECORD FEE 11.00

POSTAGE .50

CONDITIONAL SALE ..... NOT SUBJECT TO TAX

MD94760 LT77 F001 T09:49

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 10/05/87 JA
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Theodore A. Bucolo
(Signature of Debtor)

Theodore A. Bucolo
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Patrick F. O'Malley
Type or Print Above Signature on Above Line

11/30

CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 372 Page No. 117  
Identification No. 210239 Dated June 23, 1977

1. Debtor(s) { Joseph R. and M. Geraldine Ernest, Sr.  
Name or Names—Print or Type  
506 Louise Avenue, Linthicum, (A.A.Co.), MD 21090  
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 13.00  
POSTAGE .50  
8094770 0777 R01 T09451  
10/05/87



Dated: September 28, 1987 Sears, Roebuck and Company  
Name of Secured Party

Signature of Secured Party  
J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

BOOK 518 PAGE 442

270021

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
LESSEE:

New England Ventures of MD.  
410 Severn Avenue Ste 108  
Annapolis, Md 21403

2. Secured Party(ies) and address(es)  
LESSOR:

EATON FINANCIAL CORPORATION  
The Beaumont Building  
P.O. Box 71, South Station  
Framingham, Massachusetts 01701

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
NOV 1980 0777 A01 TOP#52  
10/05/87  
JA

4. This financing statement covers the following types (or is **Equipment lease - does not create a security interest.**)

- 2 - Chart Storage Cabinet
- 1 - Display Cabinet (point of sale counter)

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(a)(2)

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

New England Ventures of Maryland

By:

David Slingluff

(1) Filing Officer Copy - Alphabetical

Signature(s) of Debtor(s) LESSEE

EATON FINANCIAL CORPORATION

By:

Kathleen Emers

Kathleen Emers

Signature(s) of Secured Party(ies) LESSOR

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND  
BOOK 518 PAGE 443  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 270025  
L#91593

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name New England Ventures of Maryland  
Address 410 Severn Avenue Suite 108 Annapolis, MD 21403

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION  
Address The Beaumont Building, P.O. Box 9104  
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORDED FEE 11.00

4. This financing statement covers the following types (or items) of property: (list) MOP4790 0777 R01 T09:53

2) 6' Showcases

Name and address of Assignee \_\_\_\_\_ 10/05/97

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

New England Ventures of Maryland

PU  
10/29/97

X David Slingsluff  
(Signature of Debtor) Lessee

X David Slingsluff  
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

Randi Rosenblatt  
(Signature of Secured Party) Lessor

Randi Rosenblatt

Type or Print Above Signature on Above Line

11

270026

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

4 For Filing Office Date Time No Filing Office

1. Debtor(s) (Last Name First) and Address(es)  
 BERT L FRANK  
 E-13 CLARK RD  
 JESSUP MD 20794

2. Secured Party(ies) Name(s) and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BLVD ; #245  
 WOODBRIDGE, VA 22191

5. The Financing Statement covers the following type(s) for item(s) of property  
 1981 LIBERTY LIBERATOR  
 70 X 14 SERIAL # 08L18481  
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6. Assignments of Secured Party and Address(es)  
 10/05/87

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The number to be cut or minerals or the like (including oil and gas) is or \*  
 \*(Describe Real Estate in Item 8)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

BERT L FRANK  
 By *Bert L. Frank*  
 Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.  
 By *Ginger Cochrell*  
 Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(3-83) 11 30 FILING OFFICER COPY—NUMERICAL  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 518 CASE 445

270027

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

(Maryland) Assignee: Ford Motor Credit Co.  
PO Box 637  
Mechanicsville, Va. 23111

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Durkee, Richard W. 510 Polling House Road Harwood, Md. 20776 Anne Arundel County	2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877
---	--

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00

4094850 0777 601 109458

3. This Financing Statement covers the following types (or items) of personal property:

- 1-New 1987 Ford 1710 Tractor-#UL16857
- 1-New 1987 Ford 770B Loader assy. #WL63089
- 1-New 1987 Woods RM600 6' Lawn Mower assy.-#NSN

10/05/87

JA

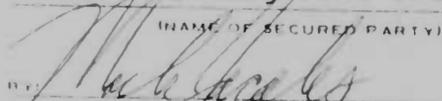
Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

  
 (SIGNATURE OF DEBTOR)  
 Richard W. Durkee

Gaithersburg Ford Tractor Co.  
(NAME OF SECURED PARTY)

  
 BY: Mark Jacobs

11/50



STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCCT BOOK **518** PAGE **446**

A.A. County  
 CMOB  
 11.50

Identifying File No. **270028**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.  
 Address 103 Wells Avenue, Glen Burnie, Maryland 21061

RECORD FEE 11.00  
 POSTAGE .50  
 NOV 28 1987 10:11 AM

2. SECURED PARTY

Name First Maryland Leasecorp  
 Address 110 S. Paca Street, Baltimore, Maryland 21201

10/05/87  
 JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
 4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.  
 One (1) used 1974 MCI Model MC8 coach S/N 10709.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
 (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Hubers' Bus Service, Inc.  
William J. Hubers, President  
 (Signature of Debtor)  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

First Maryland Leasecorp  
W. R. Brown, Sr. Acct. Executive  
 (Signature of Secured Party)  
 Type or Print Above Signature on Above Line

11.50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 75,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

Bello Machre, Inc.  
 \_\_\_\_\_  
 (Name)  
P.O. Box 969  
 \_\_\_\_\_  
 (Address)  
Glen Burnie, Maryland 21061  
 \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Peggy A. Hall  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

RECORD FEE 11.00

3  Products of the collateral are also specifically covered.

RECORD TAX 525.00

4 Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

POSTAGE .50

MD94900 0777 R01 T10:01

Bello Machre, Inc. (Seal)  
Robert T. Ireland (Seal)  
 \_\_\_\_\_  
 (Signature)  
Robert T. Ireland, Executive Director  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

10/05/87

JA

Handwritten scribbles and numbers at the bottom of the page.

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Mayo, Thomas Joseph 170 Polling House Rd. Harwood, MD 20776	2 Secured Party(ies) and address(es) Eastern Homes 8291 Wash. Blvd. Jessup, MD 20794	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 H094920 0727 401 110:03
4 This financing statement covers the following types (or items) of property 1987 Kemberly-Santa Fe 32x24 s/n KH32D3RK8953GAA B  Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.		5 Assignee(s) of Secured Party and Address(es) 10/05/87 X  All Valley Acceptance Co. P.O. Box 668 Uniontown, PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with:  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented: 2

Thomas Joseph Mayo  
 By: Thomas J Mayo Signature(s) of Debtor(s) Title \_\_\_\_\_  
 By: [Signature] Signature(s) of Secured Party(ies) Title \_\_\_\_\_  
 All Valley Acceptance Co.  
 STANDARD FORM - FORM UCC-1. (For Use In Most States)

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b> Triangle General Contractors, Inc. 7504 Connelley Drive, Suite L Hanover, Md. 21076	<b>2. SECURED PARTY</b>  <b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00

POSTAGE .50

8094940 0777 R01 T10:04

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

10/05/87

SA

DEBTOR:

SECURED PARTY:

Triangle General Contractors, Inc.  
(Type Name)

**THE PARADIES DISTRIBUTING CO.**

By: *[Signature]* (SEAL)

By: *[Signature]*  
John J. Mulkey (Vice President/Treasurer)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Date Signed by Debtor) 10

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11/30

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

BOOK 518 PAGE 450

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

AA Co.  
11/20

BOOK 518 PAGE 451

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

270032

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 12,702.40
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

\_\_\_\_\_  
Commerce, Inc.  
 \_\_\_\_\_  
 (Name)  
700 Evelyn Avenue  
 \_\_\_\_\_  
 (Address)  
Linthicum Heights, MD 21090

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Thomas B. Freeze 101-503  
 \_\_\_\_\_  
 (Name of Loan Officer)  
25 S. Charles Street  
 \_\_\_\_\_  
 (Address)  
Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- 1-Crown Model: 30SP36TT; S/N W63158  
 210" Lifting Height; 95" Collapsed Height  
 42" Pallet Forks
- 1-Gould Battery - 12-85C-13, S/N KEM 2298  
 510 AMP IND. Battery

RECORD FEE 11.00  
 RECORD FEE 91.00  
 POSTAGE .50  
 4095040 0777 R01 T10109  
 10/05/87  
 JA

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

11/15/80

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
Richard Lessans  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY

First National Bank of Maryland  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
Thomas B. Freeze  
 \_\_\_\_\_  
 (Print or Type Name)



BOOK 518 PAGE 452

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (XX) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel County  
Chattel Records not subject to recordation  
taxes.

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Filed on 05/05/87 file #09631 0777 R01 T17;37

Name & mailing address of all debtors, trade styles, etc.

No other name will be indexed.  
Diversified Retail Group, Inc., a  
Maryland Corporation, trading as  
The Athlete's Foot, Jo-Ann's Nuth House,  
Chez Chocolat, Stride-Rite.  
South Lawn Industrial Center  
601 Dover Road 18-20  
Rockville, Maryland 20850

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 17.00  
#095090 0777 R01 T10#12  
10/05/87



Name & address of Secured Party

Sovran Bank, N.A.  
3401 Columbia Pike  
4th Floor Commercial Loans  
Arlington, Virginia 22204  
Attention: B.N. Greenwald

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement

See Schedule "A" attached hereto and incorporated herein by reference.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Release from record Stride-Rite STORE #127 Marley Station Glen Bernie Maryland  
Governor Ritchie Highway

Describe Real Estate if applicable:

DIVERSIFIED RETAIL GROUP, INC.

SOVRAN BANK, N.A.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

Leonard A. Briskman, President

Barbara N. Greenwald, Vice President

All of the Debtor's present and future inventory, including office desks, typewriters and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and/or repossessed inventory (collectively "Inventory");

All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables");

All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds;

All property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this Financing Statement and prior to its termination;

All proceeds thereof of every type, including cash and non-cash proceeds; and

All increases, substitutions, replacements, additions and accessions thereto.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

DIVERSIFIED PEARL DRINK, INC.

COMBANK BANK, N.A.

(Seal)

(Corporate, Trade or Firm Name)

DEPARTMENT OF COMMERCE

BOOK 518 PAGE 454

Patent No. 1,111,111  
Miley Station, Glen Haven, MI  
Governor Litchie Highway

270033

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) HENRY SCURRY JR. AGNES B. SCURRY 8053 SOLLEY RD GLEN BURNIE MD 21061		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD # 245 WOODBIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility	
				4. For Filing Office Date Time No. Filing Office RECORD FEE 12.00 POSTAGE .50 #095130 0777 P01 110121	
5. This Financing Statement covers the following type(s) (or items) of property: 1987 BRIGADIER 48 X 24 CERTAIN & TOASTER *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT LABEL AND/OR AGREEMENT AND/OR RETAIL AGREEMENT AND/OR AGREEMENT AND/OR RETAIL			6. Assignee(s) of Secured Party and Address(es) 01/05/87 JA		
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.			7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)		
9. Name of a Record Owner					
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					
HENRY SCURRY JR.		AGNES B. SCURRY		GREEN TREE ACCEPTANCE INC.	
By <i>Henry Scurry Jr. &amp; Agnes B. Scurry</i>		<i>Isabel Manfredi</i>			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)		(Required only if Item 10 checked)	

(3/83) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

BOOK 518 PAGE 458

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268496

RECORDED IN LIBER 514 FOLIO 314 ON Jul 8, 1987 (DATE)

1. DEBTOR

Name Thomas N. Hardesty

Address 12 Swallow Lane Harwood Maryland 20776

2. SECURED PARTY

Name Baldwin Service Center Inc.

Address 41 Defense Highway Annapolis Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment  XXX  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Please assign to: J I CASE CREDIT CORPORATION  
5790 Widewaters Parkway  
Syracuse, NY 13214

RECORD FEE 10.00

POSTAGE .50

HOPE220 0777 R01 110:38

10/05/87

JA

Dated 7/17/87

Baldwin Service Center Inc.  
(Signature of Secured Party)

Type or Print Above Name on Above Line

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) P.S.N., Inc. d/b/a West Coast Video of Glen Burnie 7400 C. Southe Ritchie Highway Glen Burnie, MD 21054	2. Secured Party(ies) and address(es) Trans-American Leasing Corporation 1071 Worcester Road Framingham, MA. 01701	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 405340 0777 001 110439 with County of Anne Arundel
7. This statement refers to original Financing Statement No. <u>036110 C777 R01</u> filed (date) <u>8/27/87</u>		

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F. Other

Lease # 061087 Schedule 01  
 3 Wyse Terminal, S.N.'s 1059327, 1057370, 1057384; 1 Concord Dial-Up Modem, S.N. 40074  
 1 Fujitsu Printer, S.N. 61482; 1 Point 4 Mini Computer S.N. 10001.  
 Proceeds of collateral are also covered. Filing with the County of Anne Arundel.

NOT subject to recordation tax.

P.S.N., Inc. d/b/a  
 West Coast Video of Glen Burnie, MD

By John D. Long, President  
 Signature(s) of Debtor(s) (only on amendment)

Trans American Leasing Corporation

By Howard D. Siegel, President  
 Signature(s) of Secured Party(ies)

270036

FINANCING STATEMENT

Not subject to recordation tax \$50000

1. Name of Debtor(s): JAMES A. COLLISER, JR.  
Address: 780 LINDEN'S TRAIL  
CROWNSVILLE, MD 21032

2. Name of Secured Party: ANNAPOLIS BANK AND TRUST COMPANY  
Address: P.O. BOX 311  
ANNAPOLIS, MD 21404

RECORD FEE 11.00  
RECORD TAX 266.00  
POSTAGE .50  
NOV 23 1987 10:40  
10/05/87  
JA

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: <sup>SAVINGS</sup>  
KOEHRING FORKLIFT MODEL 5522 SHIP 406501, MODEL NUMBER 6DS145

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s):  
James A. COLLISER, JR.

Secured Party:  
ANNAPOLIS BANK AND TRUST CO.  
(Type Name of Dealership)

James A. COLLISER, JR.  
JAMES A. COLLISER, PRES

By: [Signature]  
(Authorized Signature)  
[Signature] ASSISTANT VICE PRESIDENT  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

266  
50

STATE OF MARYLAND

BOOK 518 PAGE 459

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 28863

RECORDED IN LIBER 495 FOLIO 593 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury  
Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation  
Address 8260 Greensboro Drive, McLean, VA 22102

RECORD FEE 10.00

POSTAGE .50

HOE5370-0777 P01 T10140

10/05/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: TERMINATION</b> <input checked="" type="checkbox"/> (SS) (Indicate whether amendment, termination, etc.)</p>
<p>See Equipment Listed on Original Financing Statement Anne Arundel Co. #28863 dated 3/14/86</p>	

MUNICIPAL LEASING CORPORATION

Dated \_\_\_\_\_

Melissa [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 518 PAGE 460

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261196

RECORDED IN LIBER 496 FOLIO 541 ON 4/9 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 3260 Greensboro Drive, McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#095390 0777 001 110441

10/05/87

3

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: TERMINATION</b> <input checked="" type="checkbox"/> \$5 (Indicate whether amendment, termination, etc.)</p>
<p>Assignee of Secured Party: <u>Farmers and Mechanics National Bank</u> <u>154 North Market Street</u> <u>Frederick, MD 21701</u></p> <p style="text-align: center;"><u>83-484M, 35</u></p>	

MUNICIPAL LEASING CORPORATION

Dated \_\_\_\_\_

Muelina [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

STATE OF MARYLAND

BOOK 518 PAGE 461

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257257125  
RECORDED IN LIBER 486 FOLIO 282 ON 6/20/85 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury  
Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation  
Address 3260 Greensboro Dr., McLean, VA 22102

RECORD FEE 10.00

POSTAGE .50

REGISTER 5777 R01 710441

10/05/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee of Secured Party: <u>Union Tidewater Financial Co. 10 E. Baltimore St. Baltimore, MD 21202</u></p> <p>See Attachment A Annexed to Original Financing Statement.</p>	

MUNICIPAL LEASING CORPORATION

Dated \_\_\_\_\_

Melina Ash  
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 518 PAGE 462

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 852990

RECORDED IN LIBER 486 FOLIO 85 ON 6/12/85 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 3260 Greensboro Dr., McLean, VA 22102

RECORD FEE 10.00

POSTAGE .50

REC'D 400-1777 P01 T10:41

10/05/87

dx

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION   
(Indicate whether amendment, termination, etc.)

Assignee of Secured Party: Union Tidewater Financial Co.  
10 E. Baltimore St.  
Baltimore, MD 21202

See Attachment A Annexed to Original Financing Statement.

MUNICIPAL LEASING CORPORATION

Dated \_\_\_\_\_

*Melina Costa*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10-50

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented:	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) Timothy J. Connor t/a TR Training Associates P.O. Box 3665 Crofton, MD 21114	2 Secured Party(ies) Name(s) and Address(es) Jersey Shore State Bank 300 Market Street Williamsport, PA 17701	4. For Filing Officer Date, Time, No Filing Office	
		RECORD FEE 12.00 POSTAGE .50 469409	
5 This statement refers to original Financing Statement No 000084 filed (date) 1-19-84 with Anne-Anundel Cty. Cir.			
6 <input type="checkbox"/> A Continuation The original Financing Statement bearing the above file number is still effective.			
<input checked="" type="checkbox"/> B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.			
<input type="checkbox"/> C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following			
<input type="checkbox"/> D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below			
<input type="checkbox"/> E Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)			
<input type="checkbox"/> F This statement is to be indexed in the Real Estate Records			

By \_\_\_\_\_ (mily Equip)  
Jersey Shore State Bank  
By Marilyn R. Neuhart  
Signature(s) of Secured Party(ies)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25160  
RECORDED IN LIBER 515 FOLIO 53 ON 7/21/87 (DATE)

1. DEBTOR

Name Corman Construction Inc.  
Address 8111 Annapolis Junction Rd., Jessup, MD 20794

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd.  
Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
4095420 CITY RD1 110443  
10/05/87  
JA

Dated September 1, 1987

[Signature] V.P.  
(Signature of Secured Party)  
James J. Citro, V.P.  
Type or Print Above Name on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Walter W. Higdon d/b/a  
Charlies Machine Shop  
320 Wicklow Rd.  
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)  
Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

3 Maturity date (if any):  
For Filing Officer  
(Date, Time, Number, and Filing Office)

4 This statement refers to original Financing Statement No. 007110C345R04 Dated 7/13/87  
Date filed: 7/13/87 Filed with Anne Arundel Circuit Court 514-50/19

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Change equipment to read:

- 1 T0090 Valve & Small Parts Tumbler
  - 1 T0090-S 25# Ball Cone Media
  - 1 Filtration System for Mark II S/N 3192
  - 1 Bayco BB12 Oven
- \*\*Not subject to recordation tax\*\* C/S/C

RECORD FEE 10.00

POSTAGE .50

#095430 0777 R01 T10744

10/05/87

JA

*Walter W. Higdon*  
Signature of Debtor if an Amendment

Dated: \_\_\_\_\_, 19\_\_\_\_

By: *[Signature]*  
Signature(s) of Secured Party(ies)

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) <b>Brennan, John M.</b> 3463 Constellation Drive Davidsonville, MD 21035	2. Secured Party(ies) and address(es) <b>Resources Funding Corporation</b> c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>495 483</u> Filed with <u>Arundel Co Cir Ct Clk</u> Date Filed _____ 19____		RECORD FEE 10.00 POSTAGE .50 H055450 0177 R01 110145 10/05/87 JA
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. All collateral described in UCC-1 assigned to: Marine Midland Bank, N.A.,  
 as Agent  
 140 Broadway  
 New York, NY 10005

No. of additional Sheets presented: \_\_\_\_\_

Plaza III Associates

Resources Funding Corporation

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 518 PAGE 457

276039

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

RECORD FEE 20.00  
POSTAGE .50  
#057990 0237 R02 T11:14  
10/05/87  
SA

- 1. NAME AND ADDRESS OF DEBTORS: ALCOLAC, INC.  
3440 Fairfield Road  
Baltimore, Maryland 21226

1190 Winterson Road  
Linthicum, Maryland 21090

CYCLO CORPORATION  
T/A CLINTWOOD CHEMICAL COMPANY  
7500 N.W. 66th Street  
Miami, Florida 33166

ALCOLAC INTERNATIONAL, INC.  
3440 Fairfield Road  
Baltimore, Maryland 21226

1190 Winterson Road  
Linthicum, Maryland 21090

- 2. NAME AND ADDRESS OF SECURED PARTY: SIGNET BANK/MARYLAND  
P.O. Box 1077  
Baltimore, Maryland 21203

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

All present and after-acquired inventory of Debtor, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor, and all books, records and data

BOOK 518 PAGE 468

processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

All rights of Debtor to present and future tax refunds; all rights which Debtor may at any time have, by law or agreement, against any account debtor, all rights which Debtor may at any time have, by law or agreement, against any other obligor of Debtor (including, without limitation, all rights of indemnification arising under that certain Stock Purchase Agreement dated as of July 31, 1987, by and between Alcolac, Inc. and Robert S. Pettus) and all rights, security interests and liens which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor; and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, tools and fixtures, and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is not exempt from recordation tax. The principal amount of the debt is \$12,000,000.00, of which \$11,414,870.40 is exempt from recordation tax as per the attached recordation tax calculation sheet.

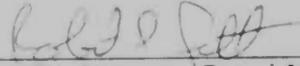
6. RETURN TO: Kevin G. Gralley, Esquire  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

DEBTORS:

ALCOLAC, INC.

CYCLO CORPORATION T/A CLINTWOOD  
CHEMICAL COMPANY

By:   
Roger S. Nielsen, Vice President

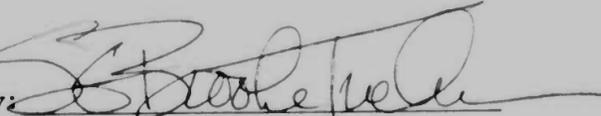
By:   
Robert S. Pettus, President

ALCOLAC INTERNATIONAL, INC.

By:   
Roger S. Nielsen, Vice President

SECURED PARTY:

SIGNET BANK/MARYLAND

By:   
S. G. Brooke Tucker  
Vice President

DATED: August 3, 1987

RECORDATION TAX CALCULATION

BOOK 518 PAGE 470

TO: Maryland State Department of  
Assessments and Taxation

Value of equipment, other non-exempt property in Maryland	\$		
		943,718.00	x \$12,000,000.00 = \$ 585,129.60
<u>Total value of all collateral.....</u>		\$19,354,013.00	

Amount not exempt from tax = \$585,129.60

Tax Due = \$1,932.15

ALCOLAC, INC. (Debtor)

By: *[Signature]*  
Roger S. Nielsen, Vice President

CYCLO CORPORATION (Debtor)

By: *[Signature]*  
Robert S. Pettus, President

ALCOLAC INTERNATIONAL, INC. (Debtor)

Date: August 3, 1987

By: *[Signature]*  
Roger S. Nielsen, Vice President

SHC:Gh 9/17/87

A:ET150506.FIS

FINANCING STATEMENT

Chattel Records

BOOK 518 PAGE 471

1. Name of Debtor: BESTGATE "900" LIMITED PARTNERSHIP  
 Address: 910-F Bestgate Road  
 Annapolis, Maryland 21401 270040

2. Name of Secured Party: EQUITABLE BANK, NATIONAL  
 ASSOCIATION  
 Address: 100 South Charles Street  
 Baltimore, Maryland 21201  
 Attn: Real Estate Finance  
 Department

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust, Assignment and Security Agreement dated October 2, 1987, from Debtor to Michael L. Dietrich and Joseph V. Prado, Trustees, which Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

RECORD FEE 12.00

SEARCH FEE .50

INDEXING FEE 1.00

NOTARIAL FEE 1.00

TOTAL FEE 14.50

12.50

10/05/87

JA

SHC:dh 9/17/87

A:ET150506 FIS  
BOOK 518 PAGE 472

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

BESTGATE "900" LIMITED PARTNERSHIP

By: Peter C. Gabardini (SEAL)  
Peter C. Gabardini, General  
Partner

DATED: October 2, 1987

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 1800  
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and  
Taxation  
Anne Arundel County Land Records  
Anne Arundel County Financing Statement  
Records

BOOK 518 PAGE 473

270041

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es) CHRIS E. PARKER 31 SOUTH BRUCE STREET LAUREL, MD. 20707	2. Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MOBILE HOME BROKERS 10401 LANHAM-SEVERN RD. LANHAM, MD. 20706	4. For Filing Officer: Date, Time, No. Filing Office	

RECORD FEE 11.00  
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property: 1975 563D495563D0993 65 X 12 TITAN Rooms To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.	6. Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401
<input checked="" type="checkbox"/> Products of the Collateral are also covered	7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in item 8)
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

CHRIS E. PARKER  
 By Chris E. Parker Signature(s) of Debtor(s)  
 (1) Filing Officer Copy - Numerical

Crescent Financial, Inc.  
 By Hinda Haggart Signature(s) of Secured Party(ies)  
 (Required only if item 10 is checked)

(3-83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 474

Identifying File No. 270042

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donco, Inc. of Maryland d/b/a Plaza Hush Puppies Shoes  
Address Severna Park Mall, 575 Ritchie Hwy.  
Severna Park, Maryland 21146

2. SECURED PARTY

Name Wolverine World Wide, Inc.  
Address 9341 Courtland Dr., n.e.  
Rockford, Michigan 49351 Attn: Rebecca Dodd

RECORD FEE 12.00

POSTAGE .50

10/05/87

JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory manufactured or distributed by Wolverine World Wide, Inc., including, but not limited to shoes, other footwear and shoe care products, and all documents of title with respect thereto wherever located, together with all cash and non-cash proceeds thereof, now owned or hereafter acquired by Debtor.

Any large sign or signs for the interior or exterior of Debtor's shoe store consisting of individually fabricated letters advertising "Hush Puppies" or "Hush Puppies Shoes" and/or the Design of Dog or Dog Emblem sign.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DONCO, INC.  
by Seymour Cohen  
(Signature of Debtor)

SEYMOUR COHEN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WOLVERINE WORLD WIDE, INC.

by Lauren [Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

174

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

BOOK **518** PAGE **475** 2700-13  
 Identifying File No.

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHERMAN OWENS, SR. RECORDED FEE 11.00  
 Address 5076 SANDS ROAD LOTHIAN, MD 20711 POSTAGE .50

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC. 10/05/87  
 Address 154 10 CHRYSLER DRIVE UPPER MARLBORO, MD 20772 *JA*

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KCC B5200E TRACTOR, SER.#20035
- 1 NEW KCC RC48-62F MID MOWER, SER.#21461.
- 1 NEW PITTSBURG 60" REAR BLADE, SER.#1001092.

Name and address of Assignee  
 KUBOTA CREDIT CORPORATION, U.S.A.  
~~1025 NORTHBROOK PARKWAY~~  
~~SUWANEE, GA 30074~~  
 P.O. BOX 105598  
 ATLANTA, GA 30348-5598

"EXEMPT FROM RECORDATION TAX"  
 "SECURED PARTY IS SELLER"  
 "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Sherman Owens, Sr.*  
 (Signature of Debtor)

SHERMAN OWENS, SR.  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Larry E. Groff*  
 (Signature of Secured Party)

LARRY E. GROFF  
 Type or Print Above Signature on Above Line

1150

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Haskell, Kim S., DDS  
134 Owensville, Rd  
W. River, MD 20778

2. Secured Party(ies) and address(es)  
HPSC, Inc.  
25 Stuart Street  
Boston, MA 02116

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
#097060 6177 R01 T15422  
10/05/87  
JA

4. This statement refers to original Financing Statement bearing File No. 258265  
Filed with County clerk Date Filed Sep. 3, 1985 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

HPSC, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

10<sup>5</sup> STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
 C/E QUALITECH, INC.  
 410 SEVERN AVE.  
 SUITE 304B BLDG A.  
 ANNAPOLIS, MD 21403

2 Secured Party(ies) Name(s) and Address(es)  
 Bell Savings Bank  
 9 S. 69th Street  
 Upper Darby, PA 19082

4 For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00  
 POSTAGE .50

5 This statement refers to original Financing Statement No 261336 filed (date) April 16, 1986 with Anne Arundel County

- 6  A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the financing Statement bearing the above file number
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- ~~C~~ Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)
- ASSIGNEE: MERITOR SAVINGS BANK, 1234 Market St., Philadelphia, PA 19107
- F This statement is to be indexed in the Real Estate Records

ZENITH & ALTOS COMPT

Bell Savings Bank

By \_\_\_\_\_  
 Signature(s) of Debtor(s) (only on amendment)

By WFC  
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

(3/83)

STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

12.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
 PELTZMAN & ASSOCIATES  
 431 Blossom Tree Drive  
 Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
 MAROX LEASING COMPANY  
 31 Pickburn Court  
 Cockeysville, MD 21030

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
 POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. ~~30976~~ 364271  
 Filed with Anne Arundel County Filed October 20 19 87

*Book 504*  
*Page 188*  
 10/05/87  
 JB

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Heese Heitze*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

BOOK 518 PAGE 479

93  
11

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.  270047

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Preston G. Moore, T/A Severna Park Plumbing & Heating, Inc.

Address 287 Riverdale Road Severna Park, Maryland 21146

2. SECURED PARTY

Name MAROX Leasing Company

Address 31 Pickburn Court

Hunt Valley, Maryland 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Gestetner Copy Machine, Model 2216Z  
with maintenance contract S/N 155J0179

Name and address of Assignee	
RECORD FEE	12.00
POSTAGE	.50

4091800 0777 R01 115109

10/05/87

JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

150  
11

Preston G. Moore, Inc.  
(Signature of Debtor)

Preston G. Moore PRES  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Louise E. Neutze  
(Signature of Secured Party)

Louise E Neutze  
Type or Print Above Signature on Above Line

29 SEPTEMBER 1957

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the State of Maryland, this 29th day of September, 1957.

270048 herein called the Debtor

whose business address is (if none, with "home")  
122 Main Street, Annapolis, Maryland 21401

and whose residence address is  
and JACOB BACHMANN and DORIS HOLMSTAD  
whose address is c/o Hagop Baghdadlian, 536 Fifth Avenue, New York, N.Y. 10036

WARRANTS

Said loan of \$300,000.00 is to be repaid at the rate of \$125,000.00 per year for a period of four (4) years plus interest at the rate of ten (10%) percent per annum. The first payment of \$125,000.00 shall be due and payable one year from the date hereof together with interest thereon on the principal at the rate of ten (10%) percent per annum thereafter additional annual payments of \$125,000.00 shall be paid on the 2nd, 3rd and 4th year plus ten (10%) percent interest on the principal balance.

RECORD FEE 17.00  
POSTAGE .50

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness of the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising including all future advances or loans which may be made at the option of the Secured Party. (all hereinafter called "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

- (a) the property described in the Schedule herein which the Debtor represents will be used primarily
    - for personal, family or household purposes
    - in farming operations
    - in business or other use
  - (b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination. (If the property described in the Schedule is for personal, family or household purposes then no security attaches under this section (b) unless the debtor acquires rights in them within 10 days after the Secured Party gives value.)
  - (c) all proceeds thereof, if any.
  - (d) all substitutions, replacements and accretions thereto
- (the foregoing (a), (b), (c) and (d) hereinafter call the collateral).

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- PAYMENT 1a. To pay and perform all of the obligations secured by this agreement according to their terms.
- DEFENSE 1b. To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- ASSURANCE OF TITLE 1c. On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement of, or any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- POSSESSION 1d. To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, de- lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- LOCATION 1e. To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of busi- ness for temporary periods) without the prior written consent of the Secured Party.
- LIENS 1f. To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- TAXES 1g. To pay, when due, all taxes, assessments and license fees relating to the collateral.
- REPAIRS 1h. To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.
- INSURANCE 1i. To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be de- livered with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in de- mand, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all claims which may become payable under such insurance, together with return premiums and dividends, as additional security for the indebtedness.

18. This agreement shall be binding on the parties and their heirs, assigns, personal representatives, executors, administrators, and assigns.

19. This agreement shall be binding on the parties and their heirs, assigns, personal representatives, executors, administrators, and assigns. The Secured Party shall be entitled to the benefit of the security interest created hereby, and the Debtor shall be bound by the terms and conditions of this agreement, and the obligations of all shall be several, joint and several.

2. GENERAL PROVISIONS

2a. Notwithstanding to whomsoever this agreement is made, the obligations of the Debtor shall be secured by the collateral herein provided, and the Secured Party shall be entitled to the benefit of the security interest created hereby, and the Debtor shall be bound by the terms and conditions of this agreement, and the obligations of all shall be several, joint and several.

2b. Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to bring upon itself performance by the Debtor of any warranties or agreements in this security instrument, shall not constitute a waiver of any subsequent or other default or failure.

2c. Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

2d. The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provision herein to the contrary notwithstanding shall be null and void.

2e. The Debtor shall remain liable for the principal and interest on the indebtedness or indebtedness when due.

2f. Failure by Debtor to comply with or perform any provision of this agreement.

2g. Failure or refusal to accept or execute any provision of this agreement.

2h. Subject to the extent of execution or other judicial process.

2i. Commencement of any insolvency proceeding by or against the Debtor or of any insolvency of or against the Debtor's estate.

2j. Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations.

2k. Any reduction in the value of the collateral or any act of the Debtor which impairs the prospect of full performance or satisfaction of the Debtor's obligations herein.

2l. Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable portions of the Uniform Commercial Code regarding "Default", in effect as of the date of this Security Agreement.

2m. Upon any default, the Secured Party's reasonable attorneys' fees and the fuel and other expenses for pursuing, searching for, retaining, holding, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

2n. The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

2o. If the Debtor shall default in the performance of any of the provisions of this agreement or the Debtor's part to be performed, Secured Party may perform them for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

2p. In conjunction with, addition to or substitution for these rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises lawfully by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembly); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.

2q. Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

2r. The Secured Party is hereby authorized to file a Financing Statement.

2s. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

2j. Said loan may be prepaid without penalty on ten (10) days notice.

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic reproduction.

The word "debtor" or "debtor" in this agreement shall include the debtor, its successors, assigns, and the singular shall also include plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and caused their names to be signed the day and year first above written.

By Hacop Baghdadian  
PRESIDENT - HACOP BAGHDADIAN  
BY Steven Samaras  
VICE PRESIDENT - STEVEN SAMARAS  
BY Dikran Minassian  
CEO - DIKRAN MINASSIAN

ALEXANDERS, INC.  
BY [Signature]  
BY [Signature]  
BY Dikran Minassian

Despite the form of this instrument, the parties intend that this instrument shall be construed as a security agreement, and the parties agree that if there are any terms or conditions which are not stated in this instrument, the parties intend that the terms and conditions of the instrument shall be construed as a security agreement.

Here Location, etc.  
All inventory, including stock and merchandise on premises, as well as, all fixtures, chattels, equipment and personal property at premises 122 Main Street, Annapolis, Maryland 21401.

SECURED PARTIES:

- |  | ADDRESS                                   |
|--|---|
| 1. <u>Hacop Baghdadian</u><br>HACOP BAGHDADIAN | 580 5TH AVE SUITE 1229<br>N.Y. N.Y. 10036 |
| 2. <u>Dikran Minassian</u><br>DIKRAN MINASSIAN | 8 FIELDSTONE CT<br>NEW CITY N.Y. 10956    |

The chief place of business of the Debtor, if other than stated in this agreement, is:

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2700-19

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated September 24, 1987 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00  
POSTAGE .50  
#058650 C237 R02 T08:55  
10/06/87

1. DEBTOR

Name Solomons Marine, Inc.  
Address PO Box 125 Solomons, MD 20688

2. SECURED PARTY

Name Farmers National Bank of Maryland  
Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
A Trust Receipt Inventory Security Agreement on inventory from time to time consisting of 1) Chris Craft and Zodiac Boats together with all boat electronic equipment, accessories, and other necessities, thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above named equipment and necessities; 2) outboard motors; 3) E-Z Loader boat trailers and accessories; and 4) used boats, as recorded on trust receipts.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Solomons Marine, Inc.

*R.M. Fairbank*  
(Signature of Debtor)

R.M. Fairbank Vice President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Frank T. Lowman*  
(Signature of Secured Party)

Frank T. Lowman

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D G M ENTERPRISES, INC.

Address 5187 Raynor Avenue Linthicum Heights, Md. 21090

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50  
#058770 C237 R02 T09:45  
10/06/87  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX.

XXX (Proceeds of collateral are also covered)

( ) (Products of collateral are also covered)

X Rhonda B. McKenna  
(Signature of Debtor)

X Rhonda B. McKenna, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Wohkittel  
(Signature of Secured Party)

Paul Wohkittel, Branch Manager  
Type or Print Above Signature on Above Line

11/03/87



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 190666  
RECORDED IN LIBER 328 FOLIO 262 ON Nov. 19, 1974 (DATE)

1. DEBTOR

Name Annapolis Bendix Sales & Service Inc.  
Address 1991 West Street Annapolis, Maryland 21401

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION  
Address 1900 SULPHUR SPRING ROAD  
BALTIMORE MARYLAND 21227  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#058780 C237 R02 T09:45  
10/06/87  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment XXXX</u> (Indicate whether amendment, termination, etc.)</p>

1. Please amend the above debtor's name to read:  
Annapolis Bendix Sales & Service, Incorporated  
t/a F & B Appliances

2. Please amend secured party name to read:  
Borg Warner Acceptance Corporation

3. Please amend collateral description to read per attached:

Dated 7-1-87  
[Signature]  
SIGNATURE OF DEBTOR

[Signature]  
(Signature of Secured Party)  
D.R. Williams, Jr.  
Title of Party Above Name on Statement  
Credit & Collections Manager

BOOK 518 PAGE 486

ATTACHMENT

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Landon Bally President 7-1-87

SIGNATURE OF DEBTOR AND DATE

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 487  
Identifying File No. 270052

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated July 6, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00  
#058790 0237 REC T09:48  
10/06/87  
JA

1. DEBTOR

Name Paul D. Craig

Address 8125 Chestnut Avenue, Bowie, Md. 20715

2. SECURED PARTY

Name Chelsea Groton Savings Bank

Address 1 Franklin Square, Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1987 Hunter, Alura 30, Hull No. HUN30196D787 with  
1987 270 hp gas PMC engine, ser. no. 270829

Name and address of Assignee

NOT SUBJECT TO A RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Paul D. Craig*  
\_\_\_\_\_  
(Signature of Debtor)

Paul D. Craig

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Patricia A. Burt*  
\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/22  
recording  
P24



1000

BOOK 518 PAGE 488

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261831

RECORDED IN LIBER 498 FOLIO 98 ON May 14, 1986 (DATE)

1. DEBTOR

Name RITENOUR, Harold L. and RITENOUR, Gladys M.

Address Port Annapolis Marina, 7078 Bembe Beach Rd. Annapolis, MD 21403

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <i>Termination</i></p>

RECORD FEE 10.00  
POSTAGE .50  
#058800 0237 R02 T09:51  
10/06/87  
JK

Dated June 2, 1987

*Diane C. Betzky*  
(Signature of Secured Party)

*Diane C. Betzky*  
Type or Print Above Name on Above Line

1000

1987 JUN 29 A 9 35

1987 JUN 11 A 9 35

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated July 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CREATIVE MEDICAL MANAGEMENT, INC.  
Address 3230 Bethny Lane, Ellicott City, Maryland 21043

2. SECURED PARTY

Name LEWIS MEDICAL INSTRUMENTS INC.  
Address 11800 Coakley Circle, Rockville, Maryland 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One I.C.R. CARDIOCART ECG with ACCESSORIES - SN#130401

RECORD FEE 11.00  
POSTAGE .50  
#058810 0237 R02 T09:53  
10/06/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John Manley*  
\_\_\_\_\_  
(Signature of Debtor)  
John Manley  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Michael P. Ziecheck V.P.*  
\_\_\_\_\_  
(Signature of Secured Party)  
Michael P. Ziecheck, V.P.  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

1150

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Federroll & Gompf, P.A. T/A Associated Psychotherapists  
7310 Ritchie Hwy., Glen Burnie, MD 21061  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_ NFSL 2165  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings  
Of LESSOR \_\_\_\_\_  
1844 F. Joppa Road Baltimore, Md. 21234  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FT2070F copier s/n 7860607586

RECORD FEE 12.00  
POSTAGE .50  
#058820 C237 R02 T09:54  
10/06/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Federroll & Gompf, P.A.  
T/A Associated Psychotherapists  
By: Ronald Gompf Sec.  
Ronald Gompf Secretary Treas.  
(Type or print name of person signing)  
By: Susan Federroll  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Mgr.  
By: Brian G. Connelly  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

12 00/50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE David C. Clark T/A Advertising Assistants
(Name or Names)
1160 Spa Rd., Suite 2B Annapolis, Maryland 21403
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings
(Name or Names)
1844 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Sharp, F0-620 Facsimile Machine

RECORD FEE 12.00
POSTAGE .50
#058830 C237 R02 T09:55
10/06/87

JA

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE
David C. Clark T/A Advertising Assistants
Owner
By: [Signature] (Title)
David C. Clark (Title)
(Type or print name of person signing)
By: \_\_\_\_\_ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
Mgr.
By: [Signature] (Title)
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

20050

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE VIP Transport East, Inc.  
 (Name or Names)  
7483 J. Candlewood Rd., Hanover, MD 21076  
 (Address)  
 LESSEE \_\_\_\_\_ SSC 2166  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Superior Service Corporation  
 (Name or Names)  
2001 E. Joppa Road Baltimore, Md. 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FAX10 facsimile s/n R1070400968

RECORD FEE 11.00  
 POSTAGE .50  
 #058840 C237 R02 T09:55  
 10/06/87  
 \*

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE VIP Transport East, Inc.  
 By: Dan Griffiths (Title) President  
 (Type or print name of person signing)  
 By: \_\_\_\_\_ (Title)  
 (Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 By: Brian G. Connelly Mgr. (Title)  
 (Type or print name of person signing)  
 Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

11/30

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Huebel, Howard F. & Laurene C.  
Address 48 Milburn Circle, Pasadena, MD 21122

2. SECURED PARTY

Name Armiger Appliance Service  
Address 635 Baltimore-Annapolis Blvd., Severna Park, MD 21146

RECORD FEE 12.00

POSTAGE .50

Lennox Convenient Purchase Plan, PO Box 547, Carroll, IA 51401

10/06/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

HS19511 A/C; G14Q45100 Furnace

The above goods are or are to become fixtures on:

LOT NO. 2 BLOCK C AS SHOWN ON A PLAT ENTITLED "PLAT B MIL-BURN, SECTION I A.A. PLAT BOOK BOOK NO. 32, FOLIO 89 48 MILBURN CIRCLE, PASADENA, MD 21122

To be filed in Real Estate Records

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1250

Howard F. Huebel  
(Signature of Debtor)

Howard Huebel  
Type or Print Above Name on Above Line

Laurene Huebel  
(Signature of Debtor)

Laurene Huebel  
Type or Print Above Signature on Above Line

Linda L. Harrell  
(Signature of Secured Party)

Armiger Appl. Service  
Type or Print Above Signature on Above Line

1761-E

BOOK 518 PAGE 494

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 14

Identification No. 259714

Dated December 24, 1985

1. Debtor(s) { Charles J. and Irma J. Leidig  
Name or Names—Print or Type  
209 Southwood Road, Pasadena, (A.A.Co.), MD 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

R013440 0777 R04 T09:10  
10/06/87

BL CLERK

BL CLERK

Dated: September 11, 1987

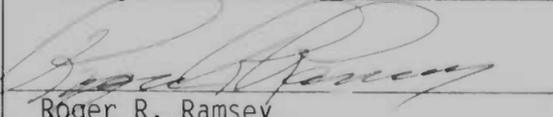
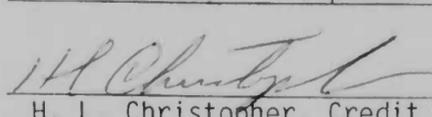
Sears, Roebuck and Company  
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1630

Return to: ✓  
THOMAS & WILSON  
ATTORNEYS AT LAW  
SUITE 311  
409 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date <del>XXXXXX</del>	
1. Debtor(s) Name (Last Name First) Ramsey, Inc. T/A Berlitz Marine	2. Debtor(s) Complete Address(es) 5910 Vacation Lane Deale, Maryland 20751
3. & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Md. 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe)  Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.	
RECORD FEE 12.00	
POSTAGE 1.50	
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented. ( )	
#013490 CK77 R04 T0740	
Filed with Circuit Court Clerk of Anne Arundel County County; Other _____	
9. Transaction is <input type="checkbox"/> , is not <input checked="" type="checkbox"/> , (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) Ramsey, Inc. T/A Berlitz Marine  Roger R. Ramsey FILING OFFICER COPY	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Acceptance Corp.  H. L. Christopher, Credit Manager Assistant Secretary
Type or Print Names Clearly Below Signature.	
GMAC UCCI Md. 4-74	

NOT FOR PUBLICATION

10/06/87  
JA

1230

BOOK 518 PAGE 4910

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 MATURITY DATE (If Any) 28MAY96  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First and ADDRESS(ES))  
PRUSAK JOSEPH A  
1218 OLD CAMPMEADERD  
SEVEN MD 21144  
217629290 AC

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

4 This statement refers to original Financing Statement bearing File No. 252167  
BK 473 PG 472  
Filed with ANNE ARUNDEL MD Date Filed 28MAY84

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00

POSTAGE .50

#013500 C777 R04 T09149

10  
Number of Additional Sheets Presented 02OCT87

TO  
CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403  
10/06/87  
SA

DEERE CREDIT SERVICES INC.

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By   
Signature(s) of Secured Party(ies) MANAGER OF JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

BOOK 518 PAGE 497

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: Clerk of the County Circuit Court (MD)

1. Debtor(s) (Last Name First) and address(es)  
CIS Corporation  
~~One CIS Parkway~~ 1000 James St.  
P.O. Box ~~4785~~ 6789  
Syracuse, NY ~~13221-4785~~ 13217

2. Secured Party(ies) and address(es)  
Wells Fargo Bank, N.A.  
Eqpt. Finance Ctr. #489  
343 Sansome St., 6th Floor  
San Francisco, CA 94163

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
#013560 0777 004 109:52  
10/06/87  
JA

4. This statement refers to original Financing Statement bearing File No. 264883 Book 505 Page 543-546  
Filed with Anne Arundel County, MD Date Filed 12/3/86

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Re: Mack Trucks, Inc. #4459

CIS Corporation  
By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item B is applicable).

No. of additional Sheets presented: \_\_\_\_\_  
Wells Fargo Bank, N.A.  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 518 PAGE 498

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264209

RECORDED IN LIBER 503 FOLIO 486 ON October 7, 1986 (DATE)

1. DEBTOR

Name John E. Akridge, III
Address R.R. #2, Box 145, Trappe, Maryland 21673

2. SECURED PARTY

Name Citicorp Real Estate, Inc.
Address 919 - 18th St., N.W., Washington, DC 20006
Gary K. Bahena, Esq., 2300 M Street, NW, Wash., DC 20037
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

#013570 C777 R04 109153

10/06/87 JA

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

1050

Dated Sept. 18, 1987

Harold E. Daigle
(Signature of Secured Party)
HAROLD E. DAIGLE
Type or Print Above Name on Above Line

[ ] TO BE ) RECORDED IN ) RECORDING TAX  
 [X] NOT TO BE ) LAND RECORDS ) ON PRINCIPAL  
 [ ] SUBJECT TO ) AMOUNT OF  
 [X] NOT SUBJECT TO ) \$ \_\_\_\_\_

PURCHASE MONEY FINANCING STATEMENT

(Secured Party is the Seller of the Assets)

270065

1. Debtor(s):  
 ( MARK E. MOBLEY  
 ( Name(s)  
 ( 4730 Mountain Road, Pasadena, MD 21122  
 ( Address - Street City-County State Zip  
 ( MOBLEY ENTERPRISES, INC.  
 ( Name(s)  
 ( 4730 Mountain Road, Pasadena, MD 21122  
 ( Address - Street City-County State Zip

2. Secured Party(ies):  
 ( SUN VIDEO, INC., RICHARD L. BOWEN and DOROTHY T. BOWEN  
 ( Name(s)  
 ( 130 Cottage Grove Drive, Pasadena, MD 21122  
 ( Address - Street City-County State Zip

3. This Financing Statement covers the following types of property:

All assets now held and/or hereinafter acquired by Debtor including but not limited to all furniture, fixtures, equipment, accounts receivable, cash on hand and inventory used in the operation of the business located at 4730 Mountain Road, Pasadena, MD 21122.

4. If above described personal property is to be affixed to real property, describe real property.

4730 Mountain Road, Pasadena, MD 21122

5. If collateral is crops, describe real estate.

RECORD FEE 12.00

6. Proceeds of collateral [X] are [ ] are not covered.

POSTAGE .50

7. Products of collateral [X] are [ ] are not covered.

#013580 CTTT R04 10945

10/06/87

Debtor(s)

Mark E. Mobley  
MARK E. MOBLEY

MOBLEY ENTERPRISES, INC.

By: Mark E. Mobley - President  
Mark E. Mobley, President

Secured Party(ies):

SUN VIDEO, INC.

By: Richard L. Bowen Pres  
Richard L. Bowen, President

Richard L. Bowen  
RICHARD L. BOWEN

Dorothy T. Bowen  
DOROTHY T. BOWEN

172-50

To the Filing Officer: After this statement has been recorded please mail same to:  
Name & Address: Joseph L. Friedman, Esq., 207 E. Redwood St., Ste. 700, Balto. MD 21202

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA  
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD  
ANNAPOLIS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address SCHNECK, BARBARA J 10 SARGENT CT ANNAPOLIS, MD 21403 Anne Arundel County	Secured Party and address M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50
--	---	---

This financing statement covers the following types (or items) of personal property: **DESCRIPTION OF MERCHANDISE**

1 Triple Dresser # 29-3, 2 Twin Mirrors # 85-5, 1 Chest # 85-10, 1 B/B # 85-20  
 1 Wite Stand # 85-15, 1 4/6 Mattress # 1063-2, 1 4/6 B/B # 1063-2, 1 5/6 Mattress # 184-7, 1 5/6 B/B # 184-7, 1 4/6 Frame # 243R, 1 Triple Dresser # 293-02, 1 Mirror # 293-21, 1 Chest # 293-05, 1 B/B # 293-25, 1 T/B # 293-26, 1 set of rails # 4595-200, 1 Wite Table # 293-08, 2 Pillows # 143R2, 1 Table Lamp # 2778  
 1 Tray Floor Lamp # 1161, 1 Floral # PL 602

A/C 557761 I

This transaction is exempt from the Recording Tax.

Filed with: \_\_\_\_\_

✓ Barbara J. Schneck  
 (SIGNATURE OF DEBTOR)  
 Barbara J. Schneck

M. SHAVITZ AND SONS, INC.  
 (NAME OF SECURED PARTY)

✓ \_\_\_\_\_  
 (SIGNATURE OF DEBTOR)

Shirley Gladfelter  
 By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. Shavitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

1/17/70

270067

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

L.R. Jackson Enterprises, Inc.  
919 Marlboro Road  
Lothian, MD 20711

2. Secured Party(ies) Name(s) and Address(es)

E-Z-Go Division Textron, Inc.  
P.O. Box 388  
Augusta, GA 30913

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00

POSTAGE .50

5. This Financing Statement covers the following types (or items) of property

All goods (including equipment and inventory) wherever located, whether now owned or hereafter acquired by Debtor, produced or distributed by E-Z-Go Division of Textron Inc., including but not limited to golf cars, utility vehicles, parts and accessories therefore; and proceeds of all of the foregoing.  
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

Textron Financial Corporation  
10 Dorrance Street  
Providence, RI 02903

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

10/06/87

No. & Street                      Town or City                      County                      Section                      Block                      Lot                      JA

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

ANNE ARUNDEL COUNTY

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

L.R. Jackson Enterprises, Inc.

E-Z-Go Division Textron, Inc.

By

*L.R. Jackson*  
Signature(s) of Debtor(s)

By

*James R. Jackson*  
Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County\*\*

5. Debtor(s) Name(s) Address(es)  
 The Empire Construction Company 711 Pittman Road A.K.A. 700 Pittman Road  
 Baltimore, Maryland 21226

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street RECORD FEE 11.00  
 Attention Denise Yeshnik Baltimore, Maryland 21201 RECORD TAX 700.00

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property: POSTAGE .50

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors The Empire Construction Company (Seal) (Seal)

By: [Signature] (Seal) (Seal)  
 Lyle K. Aaby, Executive Vice-President  
 Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

\*\*With the filing of this Financing Statement recordation taxes are being paid on an additional debt of \$100,000.00.  
 Recordation taxes have been paid previously to the Circuit Court of Baltimore City with filings between Debtor and Secured Party as follows:  
 November 2, 1984, ID#508851, Book 403, Page 280

11  
 700 50

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

**SCHEDULE A**

BOOK 518 PAGE 503

BEING KNOWN AND DESIGNATED as Lot No. 2, as shown on a plat entitled "Property of Pittsburgh-Des Moines Corporation", which plat is recorded among the Land Records of Anne Arundel County in Plat Book EAC No. 90, folio 40. The improvements thereon being now or formerly known as No. 711 Pittman Road.

Being all that same lot or parcel of property which by deed of even date herewith was granted and conveyed from Pittsburg-Des Moines Corporation to the Grantor named herein, and was recorded among the Land Records of Anne Arundel County, Maryland.

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

518 504

270069

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Maryland Pennysaver Group 408 Headquarters Drive Millersville, MD 21108</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Solna Incorporated 6050 Connecticut Kansas City, MO 64120</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	---

4 This financing statement covers the following types (or items) of property:

Solna 2-Unit Distributor Printing Press.

ASSIGNEE OF SECURED PARTY

RECORD FEE 13.00  
 POSTAGE .00  
 #013700 0777 R04 T1046  
 10/06/01

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 38

Filed with: Circuit Clerk for Arundel County, Annapolis, MD.

Maryland Pennysaver Group.....  
 By: See Attached.....  
 Signature(s) of Debtor(s)

Solna Incorporated  
 By: *Frank A. King*.....  
 Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY ALPHABETICAL

MODERN LAW FORMS CHICAGO (312) 640-1688

1500



SOLNA INCORPORATED

6050 Connecticut Kansas City, MO 64120 Sales Order & Security Agreement

Please enter our order for the following, subject to the conditions printed on BOTH sides of this order

(PRESS EQUIPMENT)

ORDER NO.: WF 623-87 DATE REC'D: 7-14-87 CREDIT APPROVED: SALESMAN:

Order Date July 13, 1987

Buyer's Name Maryland Pennysaver Group

408 Headquarters Drive Millersville, MD 21108 301-987-8300

One Two-Unit Distributor Press Including Two (2) 2+1 Printing Units and One (1) Folder, With Drive as Described on Addendum "A". Addendum "A" is Part of this Contract.

\$ 572,900.00

Optional Equipment

Trade In None Make Model Serial #

Current Specifications Volts Cycle Phase KVA SUB TOTAL \$

572,900.00

TAX (WHERE APPLICABLE) \$

TOTAL \$ 572,900.00

Above prices are subject to adjustments as set forth below and do (XXX) include delivery F.O.B. and installation. They do not include applicable sales, use and other taxes, all of which Buyer agrees to pay, on demand, whether Buyer is liable for the same or Solna Incorporated is required by law to collect the same from Buyer.

PAYMENT TERMS

Buyer acknowledges having been quoted a cash price, agrees to purchase the equipment described above as follows:

- A. Cash accompanying this Order \$ 57,290.00
B. XXXXXXXXXXXX
C. Cash payable upon delivery of equipment.
D. XXXXXXXXXXXX
E. Cash payable upon production of first saleable copy.
F. XXXXXXXXXXXX \$ 515,610.00

Within 5 days after the arrival of the equipment at its destination, Buyer agrees to afford Solna Incorporated the opportunity to supervise the erection of the equipment and to provide adequate labor, equipment and suitable foundation for the prompt completion of such erection.

TRADE IN At or before the time of delivery of the equipment to Buyer, Buyer will deliver to Solna Incorporated at the Buyer's place of business the equipment described above to be traded in.

INSTALLATION If the prices stated above include delivery and erection in Buyer's premises: (1) the equipment will be delivered to the point where it is to be erected or installed only when sufficient passageways, free access to point of installation, and elevator(s) of necessary size and capacity for delivery are available.

Buyer will indemnify and hold Solna Incorporated harmless from and against any and all losses, liability, damage or expense for injury to persons or property arising out of the installation, use and operation of said equipment.

ACCEPTANCE This order shall be binding upon Solna Incorporated only when accepted by it at its principal office in Kansas City, Missouri in alloted space below and a executed copy mailed to Buyer. It shall be governed by the laws of the State of Missouri.

ALL THE PROVISIONS, TERMS, AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN AS IF FULLY SET FORTH ABOVE

Accepted at Kansas City, MO. SOLNA INCORPORATED (Seller)

Handwritten signature of Dennis A. Schupp

Type or Print By Maryland Pennysaver Group, Inc. Purchaser's Name, Corp. or Partner

Signature of Geoff Calderone Position President

408 Headquarters Drive Street Address

Millersville MD 21108 City County State Zip

Handwritten date 7-14-87

**ADDITIONAL PROVISIONS, TERMS AND CONDITIONS**

**Price Adjustment.** The above prices are subject to change to conform to Solna Incorporated's sales prices of the equipment being ordered in effect at time of delivery.

**SECURITY.** If the equipment is being purchased on a deferred payment basis, Buyer will execute and deliver to Solna Incorporated, upon receipt of notice that equipment is ready for shipment, a security agreement to be submitted by Solna Incorporated together with a note for the Time Balance, due under D (c) above, both in form and substance satisfactory to Solna Incorporated, and will cooperate with Solna Incorporated in complying with all applicable laws relating to security agreements and other secured transaction laws. In case of any conflict between the provisions hereof and those contained in any such security document the latter shall prevail.

**SPECIFICATIONS AND PRODUCTION.** The equipment shall meet with description above set forth. However, Solna Incorporated reserves the right, without prior notice, to change design, colors, materials or specifications when deemed necessary by Solna Incorporated.

**DELIVERY.** Solna Incorporated will make shipment of said equipment as soon as possible. Solna Incorporated shall not be liable for delays in delivery caused by strikes, accidents, governmental restrictions or other causes beyond its control. If Buyer is not prepared to accept delivery of said equipment upon notice that it is ready for shipment Solna Incorporated may store the equipment in a warehouse at Buyer's expense and risk, in the name of Buyer or Solna Incorporated and such storage shall constitute shipment and delivery to Buyer. If this order covers "used equipment" not owned by Solna Incorporated at this date it is agreed that the same is being sold subject to Solna Incorporated's ability to subsequently acquire same and Solna Incorporated's failure to do so shall not make it liable in damages to Buyer.

**WARRANTY.** Seller warrants all new equipment against defects in material or workmanship at the time of delivery thereof, that develop under normal use within a period of one year from date of shipment of which Buyer gives Solna Incorporated prompt written notice. Other manufacturers' equipment, if any, shall carry only such manufacturers' standard warranty. This warranty provision shall apply to Buyer named herein and not to Buyer's successors or assigns. Solna Incorporated's sole responsibility under this warranty is, at its option, to repair or replace equipment or parts not conforming to the warranty upon the return thereof F. O. B. Solna Incorporated's Joplin Missouri plant within the period of warranty, to remove the equipment at its expense and refund to Buyer all payments made thereon without interest, (if other equipment has been accepted by Solna Incorporated as part payment and is not available for return to Buyer, then Solna Incorporated shall pay to the Buyer the proceeds received by Solna Incorporated from its disposition of said equipment). Solna Incorporated assumes no responsibility for design characteristics of special equipment manufactured to specifications supplied by or on behalf of Buyer nor shall it be liable for any expenses, whether for repairs, replacements, material, service or otherwise, incurred by Buyer for modifications made by the Buyer to the equipment without prior written consent of Solna Incorporated. Seller warrants that with a competent pressman and suitable operating conditions, the press is capable of high quality printing and accurate register at its normal speed on normal size sheets of suitable good quality medium weight papers, except specialties, providing the stock is in good running condition and is run with the grain across the cylinder.

If the equipment is described as used and not as new or reconditioned, it is sold as is and where is and there are no warranties or representations of any kind by Solna Incorporated with respect to the same.

**EXCEPT AS SET FORTH IN THIS SALES ORDER AND EXCEPT AS TO TITLE, SOLNA INCORPORATED AND BUYER AGREE THAT THERE HAVE BEEN NO WARRANTIES, REPRESENTATIONS OR PROMISES BY SOLNA INCORPORATED WITH REFERENCE TO THE EQUIPMENT BEING SOLD, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY AND FITNESS.** In no event shall Solna Incorporated be liable to Buyer or anyone else for any anticipated profits, consequential damages or other losses incurred by Buyer in connection with the purchase, installation, operation or shut-down of the equipment being supplied pursuant to this sales order.

**TITLE.** The parties agree that title and right of possession to the equipment being sold shall remain in Solna Incorporated at all times until the entire purchase price shall have been fully paid in cash and that the equipment shall at all times remain personal property regardless of the degree of its annexation to real property or other personal property, except that, if Buyer executes a security agreement, title shall pass to Buyer immediately prior to such execution.

**MAINTENANCE.** While title remains vested in Solna Incorporated, Buyer will maintain the equipment in good condition at the location to which it was delivered by Solna Incorporated and will not encumber it or permit any lien, tax or other charge against it to remain unsatisfied. Buyer will permit Solna Incorporated to inspect said property at all times during normal business hours.

**INSURANCE.** Buyer accepts full responsibility for safe-guarding the equipment from the time of delivery until it is paid for in full and shall provide and maintain insurance to the total value of the equipment delivered hereunder against risks of fire, explosion and extended coverage (including, but not limited to flood, earthquake, windstorm, cyclone, tornado, hurricane, riots, strikes and civil commotion) in the names of Buyer and Solna Incorporated, as their respective interests may appear.

**DEFAULT.** If Buyer defaults in any payment specified herein or fails to comply with any provision of this sales order, or, if the equipment is seized under execution or other legal process, or, if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Buyer, or if Buyer shall make an assignment for the benefit of creditors, or, if Buyer shall sell, encumber or otherwise dispose of the equipment while title thereto remains in Solna Incorporated, Solna Incorporated, upon the occurrence of any of such events, may, at its option, in addition to any other remedies which may be available to it by law, (1) declare the entire purchase price remaining unpaid to be immediately due and payable and elect to sue for the amount due plus costs and reasonable attorney's fees, thereby vesting title to the equipment in Buyer, or, (2) enter, with or without legal process, into or upon the premises where the equipment or any part thereof, may be, or is believed to be, and take possession thereof and thereafter hold the same absolutely free from any and all claims of Buyer, retaining all payments theretofore made by Buyer hereunder as and for the reasonable rental of said equipment and for the use, wear and tear thereof, or, (3) retain all payments made by Buyer as liquidated damages for the use of said equipment. If Solna Incorporated exercises its option to retake the equipment as provided in (2), it may resell the equipment so retaken, at public or private sale, with or without notice to the Buyer, as the law may require, and, Solna Incorporated may purchase said equipment for its own account at any public sale. The proceeds of such sale shall be applied (i) to the expense of retaking, repairing, holding and reselling such equipment, including reasonable attorney's fees, (ii) to the unpaid balance of the purchase price, and, (iii) any surplus shall be paid to the Buyer. In case of deficiency, Buyer shall pay the balance of the purchase price (plus the expense of retaking, repossessing, holding and reselling such property, including reasonable attorney's fees) forthwith. In addition to the foregoing, Solna Incorporated shall be entitled to all of the remedies for the recovery of the purchase price which are afforded to it by any law.

**CANCELLATION AND MODIFICATION.** Solna Incorporated reserves the right to cancel its acceptance of this order at any time before delivery of the equipment if in Solna Incorporated's sole judgement circumstances have changed which warrant such cancellation. This order may not be modified or supplemented except in writing and may not be assigned by the Buyer without the written consent of Solna Incorporated. Solna Incorporated may assign this order and/or the right to the monies due and to become due hereunder without Buyer's consent.

**DELIVERY INFORMATION**

If this information is not furnished the order will be returned to the Salesman.  
(If entrance provides ample room without restriction, mark "Free Access")

On what floor (story) is press to be installed? \_\_\_\_\_

Kind of flooring? Wood \_\_\_\_\_ Concrete \_\_\_\_\_ Other \_\_\_\_\_

Permissible floor load (pounds per sq. ft.) \_\_\_\_\_

What is the best way to take machine into building? \_\_\_\_\_

How high is shipping platform from street level? \_\_\_\_\_ Rigging \_\_\_\_\_

Will it sustain machine? \_\_\_\_\_

Ship Via \_\_\_\_\_

c/o Rigger \_\_\_\_\_

**TRADE IN DATA**

**OFFSET PRESS:** 1 set Ink Rollers  Good  Fair  Poor  2 sets Dampener Rollers  2 sets Blanket Bars

SERIAL #1 Blower - Make \_\_\_\_\_ Spray Gun - Make \_\_\_\_\_  Washup Device

Chrome Water Rollers -  Good  Poor  Complete Conveyor Parts  Complete Feeder Parts

2 Delivery Trucks  1 set Tools  Guards

Describe missing parts or equipment \_\_\_\_\_

Accessary equipment with trade in \_\_\_\_\_

**CONDITION:** Good Running order  Fair Running order  Poor Running order  Scrap

Is press in use?  Yes  No Does it streak?  Yes  No

How does it register?  Hairline  Commercial  Poor

Is it broken, brazed or welded in any vital part?  Yes  No (If "YES"— detail under "REMARKS")

Is machine clean or dirty?  Clean  Dirty

**MOTORS:** Does Motor equipment accompany Press?  No  Yes Condition? \_\_\_\_\_

Current: DC \_\_\_\_\_ volts AC \_\_\_\_\_ volts \_\_\_\_\_ phase \_\_\_\_\_ cycle \_\_\_\_\_ H.P.

**REMOVAL:** Must press be removed before new installation?  Yes  No

If "NO" — how long can it remain in present position on customer's floor? \_\_\_\_\_ months.

FINANCING STATEMENT

270070

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Recordation 518 PAGE 507
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 90,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to.

Anne Arundel County

5. Debtor(s) Name(s) Address(es)

Mercury Express, Inc. 1931 Lincoln Dr.  
Annapolis, MD 21401

RECORD FEE 11.00

RECORD TAX 630.00

Secured Party Address 1832 George Ave.  
First Federal Savings & Loan Association of Annapolis Annapolis, MD 21401  
Attention: Gayle Haines, Loan Processor  
(Type name & Title)

POSTAGE .50

#013710 CITT R04 T10\*03

10/06/07 JA

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Mercury Express, Inc.  
BY: Earl L. Martin, President (Seal) \_\_\_\_\_ (Seal)  
Earl L. Martin, President (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.  
2-2820 (3/85)



FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis 518 PAGE 508

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON 261-2493  
•



BOOK 518 PAGE 510

EXECUTIVE YACHT & BOAT SALES, INC.

INVENTORY LIST

SEPTEMBER 29, 1987

<u>Make</u>	<u>Model/Series</u>	<u>Year</u>	<u>Serial Number</u>	<u>Motor Number</u>
Bluewater	42' Coastal Cruiser/Chesapeake	1988	BTL042821788	
Crusader	Crusader 350 h.p. port motor			68813
Crusader	Crusader 350 h.p. stbd motor			68008
	Generator			196685
Adventurer II	Ventura I, W 8', L 27' boat		J1B00633B787	
Mosquito	Mosquito Dry Bike C/W Extras			
Magic Tilt	668 XJ trailer	1986	1M5RMAH13H1000044	
Sea Ray	17' OP boat	1980	SER33T211280	
Mercury	165 h.p. motor			5854161
Suzuki	DT75TCLH outboard 75 h.p. motor	1987		07501707896
Suzuki	DT85TCHL outboard 85 h.p. motor	1987		8501716811
Hovercraft	Hovercraft 277 9'6" boat	1986	SCC991119K686	
Rotax	Rotax 26 h.p. motor			3602270
Hovercraft	Hovercraft 277 9'6" boat	1986	SCC01118K686	
Rotax	Rotax 26 h.p. motor			3602259
Hovercraft	Hovercraft 277 9'6" boat	1986	SCC001103K686	
Rotax	Rotax 26 h.p. motor			3602905
Hovercraft	277 9'6" boat	1986	SCC001123K686	
Rotax	Rotax 26 h.p. motor			3602998

*A. W. Ferguson*  
9-30-87

270072

BOOK 518 PAGE 511

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transferee only

1 Debtor(s) Last Name First and Address(es)

Barbara L. Millard  
Parkway Village MHP  
6 S. Bruce St.  
Laurel, Md. 20707

2 Secured Party(ies) Name(s) and Address(es)

Society for Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

4 For Filing Officer Date Time No. Filing Office

3 The Financing Statement covers the following type(s) of property

1 new 1987 Kenberly 40 x 24 serial  
KH40D3CL9514GA A&B

6 Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

POSTAGE .36

Personal

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of Filing Officer

7 The described goods are or are to be affixed to:  
The lumber to be cut or minerals or the like (including oil and gas) is on:  
\* (Describe Real Estate in Item 8.)  
#013600 0777 R04 J107  
10/05/07  
JA

No. & Street

Town or City

County

Section

Block

Lot

10 The statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected;  
 required after a change of name, identity or corporate structure of the Debtor; or  
 as to which the filing has expired, or  
 already subject to a security interest in another jurisdiction;  
 when the Collateral was brought into this State; or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessor(s) and Lessee(s).

Signature(s) of Debtor(s)  
*Barbara L. Millard*

Signature(s) of Secured Party(ies)  
Society for Savings  
*Christina A. Perez*

(3-83)

1750

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM FORM UCC-1 Approved by Department of State of the Commonwealth of Pa.

File No. \_\_\_\_\_

**MARYLAND FINANCING STATEMENT**  
(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records  
(strike inapplicable words)
2.  Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$.....

<p>3. Name and address of debtor(s) Richard B. Handelman, D.P.M., PA 1414 N. Crain Highway, Suite 5A Glen Burnie, MD 21061</p>	<p>4. Name and address of secured party Leasing Corporation of America P. O. Box 152 Stevenson, MD 21153</p>
--	--

\* 5. Name of assignee of secured party: Harbor Federal Savings & Loan  
Address: Box 12309, Baltimore, MD 21281

RECORD FEE 11.00  
POSTAGE .50  
#013820 0777 R04 110110  
10/06/07  
A

6. This financing statement covers the following types (or items) of property:  
1 - Vascular Videoscope Semilab Unit - Serial #123

CHECK [  ] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) Richard B. Handelman, D.P.M. Secured Party Leasing Corporation of America  
By [Signature] Title President By [Signature]  
Richard B. Handelman Jonathan S. Waranch, President  
(On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

11-50

196404

BOOK 518 PAGE 513

270074

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$1,121,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Third Amendment To Deed Of Trust.

FINANCING STATEMENT  
(Maryland-U.C.C.-1)

1. DEBTOR: GATEWAY INTERNATIONAL LIMITED PARTNERSHIP  
4646 Wilkens Avenue  
Baltimore, Maryland 21229

2. SECURED PARTY: SIGNET BANK/MARYLAND RECORD FEE 24.00  
7 St. Paul Street POSTAGE .50  
4th Floor  
Baltimore, Maryland 21202 #013890 CTT7 R04 110414  
Attention: George F. Oliver 10/06/87  
Vice President SA

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security

*JMS*

systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights

or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of 1 page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

GATEWAY INTERNATIONAL LIMITED  
PARTNERSHIP (formerly known as  
BW Limited Partnership),  
A Maryland Limited Partnership

By: BTR Gateway, Inc.  
(formerly known as  
BTR Winterson, Inc.),  
A Maryland Corporation,  
General Partner

*Paul F. Robinson*  
Paul F. Robinson, Asst. Sec.

By: *F. Patrick Hughes* (SEAL)  
F. Patrick Hughes,  
Vice President

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LAC) BS 701 0001

6275.FS  
BS 701 0001

BOOK 518 PAGE 517

EXHIBIT "A"

All that lot of ground, BEING KNOWN AND DESIGNATED as Lot Nos. 3 and 4, as shown on Plat entitled "LOTS 3,4 AND REVISED LOT 2-R, GATEWAY INTERNATIONAL", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, pages 14 and 15.

MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146  
*Commercial*

270075

To Be Recorded In The Chattel Records  
Of Anne Arundel County, Maryland

AMENDMENT TO FINANCING STATEMENT

This Amendment To Financing Statement refers to the original statement Identifying File No. 245182, recorded in Liber 456, folio 327 on November 24, 1982.

- 1. DEBTOR: GATEWAY INTERNATIONAL LIMITED  
PARTNERSHIP (Formerly Known As  
BW Limited Partnership)  
4646 Wilkens Avenue  
Baltimore, Maryland 21229
- 2. SECURED PARTY: UNION TRUST COMPANY OF MARYLAND  
Baltimore and St. Paul Streets  
Baltimore, Maryland 21202
- 3. The name and address of the SECURED PARTY is amended as follows:

SIGNET BANK/MARYLAND  
7 St. Paul Street, 4th Floor  
Baltimore, Maryland 21202  
Attention: George F. Oliver, Vice President

RECORD FEE 10.00  
POSTAGE .50

- 4. In addition, the original financing statement referred to above is amended to provide for the following description of real property as to which certain of the collateral described therein may be attached or affixed:

All that lot of ground being known and designated as Lot Nos. 3 and 4, as shown on Plat entitled "Lots 3, 4 and Revised Lot 2-R, Gateway International," which plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, pages 14 and 15.

10/06/87  
JA

The Secured Party partially releases from the original financing statement described above any collateral described therein which may be attached or affixed to any real property other than the real property described in this paragraph 4.

The Debtor is the record owner of the above-described real property.

10.50

DEBTOR:

GATEWAY INTERNATIONAL  
LIMITED PARTNERSHIP  
(Formerly Known As  
BW Limited Partnership),  
A Maryland Limited Partnership

By: BTR GATEWAY, INC.  
(Formerly Known As  
BTR Winterson, Inc.),  
A Maryland Corporation,  
General Partner

By: [Signature] (SEAL)  
F. Patrick Hughes,  
Vice President

SECURED PARTY:

SIGNET BANK/MARYLAND  
(Formerly Known As  
Union Trust Company of  
Maryland), A Maryland  
Banking Corporation

By: [Signature] (SEAL)  
George F. Oliver,  
Vice President

Date: September 21, 1987

TO FILING OFFICER:

After this Amendment has been recorded,  
please return to:

Patrick Ash  
Gebhardt & Smith  
The World Trade Center, 9th Floor  
Baltimore, Maryland 21202

51:MIS  
BS710-1.AM1

STATE OF MARYLAND

BOOK 518 PAGE 520

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258893

RECORDED IN LIBER 490 FOLIO 555 ON 10/21/85 (DATE)

1. DEBTOR

Name GATEWAY INTERNATIONAL LIMITED PARTNERSHIP

Address 4646 Wilkens Avenue Baltimore, Maryland 21229

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND

Address 21st Floor 25 South Charles Street

Baltimore, Maryland 21201 BANC 101-820 (see below)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 12.00

POSTAGE .50

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

1. The address of the Secured Party is amended to read: 9th Floor, 110 South Paca Street, Baltimore, Maryland 21201. Attn: Thomas D. Knapp, V.P. BANC 109-900

2. Legal description of real property attached to the original financing statement amended by (a) deleting therefrom the real property described on Exhibit "A" attached hereto and made a part of this UCC-3, and (b) adding thereto the real property described on Exhibit "B" attached hereto and made a part hereof. The Debtor is the record owner of the real property described on Exhibit "B."

RO# 110115

10/06/87  
JA

After recording, please return :  
Mr. Patrick Ash  
Gebhardt & Smith  
The World Trade Center, Baltimore, Maryland 21202  
(LAC 6275)

DEBTOR:  
Gateway International Limited Partnership  
(formerly known as BW Limited Partnership)  
By: BTR Gateway, Inc., General Partner

SECURED PARTY:  
The First National Bank of Maryland  
By: Thomas D. Knapp, Vice President

Dated 10/21/85 By: F. Patrick Hughes, Vice President

Robert DeGeorge  
(Signature of Secured Party)  
ROBERT DEGEORGE

Type or Print Above Name on Above Line

EXHIBIT "A"

Beginning for the same at a point located South 65 degrees 34 minutes 33 seconds West 12.00 feet and South 44 degrees 16 minutes 54 seconds East 34.20 feet from Point No. 113 as shown on a plat entitled Revised Plat Lots 1-R & 2-R, "Gateway International", recorded among the plat records of Anne Arundel County, Maryland in Plat Book 97, Page 7, Plat No. 5032, running thence with and binding on part of the division line between Lot 2-R and a future development parcel as shown on the aforementioned plat, and referring the courses of the description contained herein to the Maryland State Grid Meridian.

- (1) South 88 degrees 57 minutes 20 seconds East 190.88 feet,
- (2) South 01 degrees 02 minutes 40 seconds West 23.00 feet,
- (3) South 88 degrees 57 minutes 20 seconds East 213.00 feet, and
- (4) South 01 degrees 02 minutes 40 seconds West 30.00 feet, thence leaving said division line and running for two (2) new lines of division as now established,
- (5) North 88 degrees 57 minutes 20 seconds West 350.27 feet, and
- (6) North 44 degrees 16 minutes 54 seconds West 75.38 feet to the point of beginning.

Containing 0.346 acres of land, more or less.

Being part of Lot 2-R as shown on the aforementioned recorded plat.

Being also part of that parcel of land which by deed dated November 23, 1982, and recorded among the land records of Anne Arundel County, Maryland, in Liber J.F.F. 3535 at Folio 881, was granted and conveyed by Friendship Limited Partnership to B.W. Limited Partnership (now Gateway International Limited Partnership).

EXHIBIT "B"

BOOK 518 PAGE 522

All that lot of ground known as "Stormwater Management Easement #2," consisting of 2.628 acres of land (more or less), as shown on that certain "Revised Plat Lots 1R & 2R Gateway International," prepared by John E. Harms, Jr. & Associates, Inc. and recorded among the land records of Anne Arundel County in Plat Book 97, page 7, as Plat No. 5032.

6275.exb

BOOK 518

PAGE 523

+

PAGE 524

#'s NOT USED

S/b Land

BOOK 518

PAGE 523

+

PAGE 524

#'s NOT USED

S/b Land

BOOK 518 PAGE 525

270078

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

THE ELECTRONICS BOUTIQUE, INC.  
Goshen Corporate Park  
1345 Enterprise Drive  
West Chester, PA 19380

MERITOR SAVINGS BANK  
1234 Market St.  
Phila., PA 19107  
Attn: Commercial Banking

RECORD FEE 13.00  
RECORD TAX 178.50  
POSTAGE .50

4. This financing statement covers the following types (or items) of property

5. Assignee(s) of Secured Party and Address(es)

All Inventory and Equipment (whether or not constituting fixtures) now owned or hereafter acquired and all proceeds and products thereof, including insurance thereon.

#008330 0040 R03 T14:11  
10/06/87  
JA

Recordation Tax:

See Exhibit A attached hereto and made a part hereof.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with

Anne Arundel Co, MD

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

THE ELECTRONICS BOUTIQUE, INC.

MERITOR SAVINGS BANK

By: Monica S. Kilgerson  
Signature(s) of Debtor(s)

Secy  
Title

By: Annett E. J.  
Signature(s) of Secured Party(ies)

ACP  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. 13

(For Use in Most States) 60

13.00 - 178.50

Exhibit A

CERTIFICATE FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

TO: CLERKS, CIRCUIT COURTS FOR HOWARD COUNTY, ANN ARUNDEL COUNTY, BALTIMORE COUNTY AND BALTIMORE CITY

RE: \$3,500,000 Loan (the "Loan") to The Electronics Boutique, Inc.\* ("Debtor") from Meritor Savings Bank (the "Bank")

With respect to the Loan and the personal property (the "Collateral") securing the Loan the Debtor hereby certifies to the best of its knowledge and information as follows:

- |       |   |    |           |
|-------|---|----|-----------|
| 1. a. | Value of equipment, real estate and other non-exempt Collateral located in Howard County, MD      | \$ | 50,000    |
| b.    | Value of equipment, real estate and other non-exempt Collateral located in Ann Arundel County, MD | \$ | 50,000    |
| c.    | Value of equipment, real estate and other non-exempt Collateral located in Baltimore County, MD   | \$ | 50,000    |
| d.    | Value of equipment, real estate and other non-exempt Collateral located in Baltimore City, MD     | \$ | 200,000   |
| 2.    | Total Value of Collateral   | \$ | 7,000,000 |
| 3.    | Computation of Amount of Debt Subject to Recordation Tax  |    |           |

Value of Non-Exempt Collateral <u>Total Value of Collateral</u>	X	Total Amount of Debt Secured	=	Amount of Debt Subject to Tax
\$350,000 <u>\$7,000,000</u>	X	\$3,500,000	=	\$175,000

\*also known as "Games 'N' Gadgets"

4. Computation of Percentage of Recordation Tax Payable to Howard County, Ann Arundel County and Baltimore County

Value of Non-Exempt Collateral located in county	X	100	=	Percentage of Recordation Tax payable to county
<u>Value of Total Non-Exempt Collateral</u>				
\$50,000	X	100	=	14.3% each
<u>\$350,000</u>				

5. Recordation Tax Due

Amount of Non-Exempt Debt	X	Rate of Recordation Tax	X	County Percentage
---------------------------	---	-------------------------	---	-------------------

a. Howard County:

\$175,000 x  $\frac{\$4.40}{\$1000}$  x 14.3%  
 Recordation Tax Due Howard County = \$110.11

b. Ann Arundel County

\$175,000 x  $\frac{\$7}{\$1000}$  x 14.3%  
 Recordation Tax Due Ann Arundel County = \$175.18

25,030 ↑ 25,500 x 7  
 = 178.50  
 332

c. Baltimore County

\$175,000 x  $\frac{\$5}{\$1000}$  x 14.3%  
 Recordation Tax Due Baltimore County = \$125.13

d. Baltimore City

\$175,000 x  $\frac{\$5.50}{\$1000}$  x 57.1%  
 Recordation Tax Due Baltimore City = \$549.59



**FILING OFFICER:** Return to:  
 Karen D. Fox, Esquire  
 Drinker Biddle & Reath  
 1100 PNB Building  
 Philadelphia, PA 19107  
 (215) 988-2697

THE ELECTRONICS BOUTIQUE, INC.  
 By: *Joseph J. ...*  
 Title: *Pres.*

STATE OF MARYLAND

BOOK 518 PAGE 528

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07161 C345 R02  
RECORDED IN LIBER 442 FOLIO 97 ON 11/25/85 (DATE)

1. DEBTOR

Name Academic Underwriters of America, Inc.  
Mail: 900 Dudley Avenue, Cherry Hill, NJ 08002  
Address Home: 1930 Lincoln Park Drive, Annapolis, MD 21402

2. SECURED PARTY

Name 't Hooqe Huys Holding USA BV  
Address St. Laurensstraat 5 Alkmar, Postbus 274, 1800 BH Alkmar,  
The Netherlands 3172-194194  
Cathleen Judge, 3 Parkway, 20th Floor, Philadelphia, PA 19102  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #079240 7345 R01 T14#57 10/06/87 JA</p>	
	<p>By: 't Hooqe Huys Holding USA BV 't Hooqe Huys Verzekeringen N.V.</p>	

Dated August 31, 1987

By: Theo. J.J. Jensen op de Hoar  
(Signature of Secured Party)  
Theo. J.J. Jensen op de Hoar, Ex. Board  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 529

Identifying File No.

88

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.  270079

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name X CEL Auto Equipment  
Address 625 MAID MARION HILL SHERWOOD FOREST md 21405  
1312 Cumberstone Road Harwood, Maryland 20776

2. SECURED PARTY

Name MAROX LEASING COMPANY  
Address 31 Pickburn Court  
Hunt Valley, Maryland 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Diamond Products Core Drill, S/N \_\_\_\_\_  
Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
6059250-0745 R01 114158

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

10/06/87  
JA

Pa  
11/50  
1/20

*[Signature]*  
(Signature of Debtor)

Dennis Flannery, Owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

LOUISE E. NEUTZE  
Type or Print Above Signature on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

John & William Dierker  
DIERKER AUTO SALES  
4110 Mountain Road  
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

MAROX LEASING COMPANY  
31 Pickburn Court  
Cockeysville, MD 21030

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

504-1-89 CASE NO 114159

10/06/87

4. This statement refers to original Financing Statement bearing File No. 30977 C777  
Filed with Anne Arundel Date Filed October 20 19 86

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

518 PAGE 531

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 17445

RECORDED IN LIBER C345 FOLIO R01 ON 6/10/87 (DATE)

513159

1. DEBTOR

Name Coffee Delight Inc.

Address 326 Rd 3 South St. K Millersville, MD 21108 COUNTY Anne Arundel

2. SECURED PARTY

Name Newco Enterprises Inc.

Address PO Box 852; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Firestone Financial Corp.  
38 Glen Avenue  
Newton Centre, MA 02159

commercial coffee brewers

# 90435

RECORD FEE 10.00

POSTAGE .50

RECORDED C345 R01 115400

10/06/87

JA

Dated 8/25/87

Mary Freeman, Asst Sec.  
(Signature of Secured Party)

Joseph Webster

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 17444

RECORDED IN LIBER C345 FOLIO R01 ON 6/10/87 (DATE) 573160

1. DEBTOR

Name Coffee Delight Inc.  
Address 326 Route B south; Millersville, MD 21108 COUNTY Anne Arundel

2. SECURED PARTY

Name Newco Enterprises Inc.  
Address PO Box 852; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Firestone Financial Corp. 38 Glen Avenue Newton Centre, MA 02159</p> <p>commercial coffee brewers</p> <p># 90615</p>	

RECORD FEE 10.00  
POSTAGE .50  
M099190 C345 R01 T15+00  
10/06/87  
JA

Dated 8/25/87

Mary Freeman, Asst Sec.  
Signature of Secured Party  
~~Joseph Webster~~  
Type or Print Above Name on Above Line

ACC. #024-68-660369

ANNE ARUNDEL COUNTY

BOOK 518 PAGE 533

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 264542 Dated October 28, 1986

Record Reference Book 504, Page 520

2. DEBTOR is:

Name: Sciukas, John & Kaew (Last Name First)

Address: 7959 Telegraph Road, Severn, MD 21147

RECORD FEE 10.00  
FEE .50  
10/06/87  
JA

3. SECURED PARTY is:

Name: Signet Bank/Maryland FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND

Address: P. O. Box 1573, Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND  
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND  
Signet Bank/Maryland

Date: 9/29, 1987

By: Bremen I. Trail (Title)  
Consumer Loan Officer

012-1721-0537

Term - \$10.00  
Postage 50  
\$ 10.50

SIGNET BANK/MARYLAND  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD 21203

J. M. HITCH

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) DRIVE-CON, INC. 8225 WASHINGTON BOULEVARD JESSUP, MARYLAND 20794	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: S. Bradley T0508  Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of rental & sale of equipment (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

See attached Schedule "A"

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder. Rental equipment

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)- inventory  
Principal amount of debt initially incurred is: \$ 246,455.00

RECORD FEE 11.00  
POSTAGE .50

10/06/87  
JA

DEBTOR:  
DRIVE-CON, INC.

SECURED PARTY:  
SIGNET BANK/MARYLAND

By: [Signature]  
(Type Name)  
JAMES A. OPENSHALV, JR.

By: [Signature]  
(Type Name)  
STEPHEN B. BRADLEY  
OCTOBER 2 19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11-50

SCHEDULE "A"

This Schedule "A" is attached to and becomes a part of that certain Business Loan Security Agreement and all other supporting documents dated October 2, 1987.

- One (1) New I.C.E model 440 diesel pile hammer s/n 408, complete set up including driving head guide rail, throttle and output gauge.
  - One (1) Used I.C.E. model 520 diesel pile hammer s/n 209.  
152 feet of Leads consisting of:
    - Two (2) Top sections 32 ft. long each
    - Two (2) Bottom sections 20 ft. long each
    - Two (2) Intermediate section 16 ft. long each
    - Two (2) Intermediate section 8ft. long each
  - One (1) New I.C.E. model 100 hydraulic spotter with power pack s/n 350877.
  - One (1) New I.C.E. model 216 vibratory hammer s/n 182127.
  - One (1) New I.C.E. model 175 power pack s/n 482166.
  - One (1) New I.C.E. model 216 vibratory hammer s/n 182128.
  - One (1) New I.C.E. model 175 power pack s/n 482167.
- Together with all attachments and accessories thereto.

ACCEPTED AND AGREED TO:

DRIVE-CON, INC.

by:



Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: 270082  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: C. Craig's Trucking & Excavating, Inc.  
(Name or Names)  
7633 Spencer Road, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road - Baltimore, Maryland 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan Assn.  
(Name or Names)  
3200 Eastern Avenue, Baltimore, MD 21224  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - 1971 Caterpillar Loader, Model 950, S/N 9081584

RECORDING FEE 11.00  
POSTAGE .50  
BALANCE DUE 11777.00 116514  
10/06/87  
JA

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
C. Craig's Trucking & Excavating, Inc.  
By: Carlton S. Craig, President  
Carlton S. Craig, President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corporation  
By: Robert E. Polack, President  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - ~~LESSOR~~ *Included As Security*

Name La Bonne Vie, Inc. t/a Cafe Normandie  
Address 195 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY - ~~LESSEE~~

Name National Refrigeration Company, Inc.  
Address 2903 Grindon Avenue, Baltimore, Md. 21214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - 5' x 4' x 6'6" - Dade Freezer - 3/4 H.P. Compressor
- 1 - 8' x 10' x 7'6" - Dade Cooler - 1 H.P. Compressor
- 1 - 48" x 29" Self contained Refrigerator with stainless top - Randell - Model 9301 - S/N PB4488-8-14-87
- 1 - 2 Sliding door Cooler - True - Model GDM45 - S/N 509500

RECORD FEE 12.00  
 POSTAGE .00  
 MICROSO CITT R01 T16\*15  
 10/06/87  
 POSTAGE .50  
 MICROSO CITT R01 T16\*16  
 10/06/87

Assignee;  
 The Finance Company of America  
 Munsey Building, Baltimore Md. 21202  
 CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

La Bonne Vie, Inc. t/a Cafe Normandie  
(Corporate or Trade Name)

[Signature]  
(Signature of Debtor)

Jear-Louis Evennou  
Type or Print Signature

[Signature]  
(Signature of Debtor)

Michel Fretin  
Type or Print Signature

National Refrigeration Co./, Inc.

[Signature]  
(Signature of Secured Party)

David Richaud  
Type or Print Above Signature on Above Line

10-20

270084

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

**FILING OFFICER NOTICE:**  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P O BOX 997  
CITY & STATE: GLEN BURNIE MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
margaret bishop		8-17-87	
1521 charlestown dr		ACCOUNT NO	TAB
edgewood md	21040	\$16209095	95

File # = 13301

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE  
CAM/LENSES  
LWN MWR  
HM COMP  
JEWEL  
RADIO  
FISH EQP  
CSSTE  
TPE PLYR  
TRNTBL  
TV  
TYPWTR  
VCR  
HD TLS

RECORD FEE 11.00  
RECORD TAX 17.50  
POSTAGE .00  
#100060 D777 R01 T16:17  
10/06/87  
POSTAGE .50  
#100070 D777 R01 T16:17

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED. 10/06/87

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2192.04

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

*Margaret Bishop*  
MARGARET BISHOP

DEBTOR

BY *Monica D. Carter*  
MONICA CARTER TITLE CSR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11 1750 .50

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 N.B.S. Enterprises II, Inc. 14440 Cherry Lane Court, Laurel, Maryland 20707  
 8055 Ritchie Highway, Ste. 303, Pasadena, MD 21122

6. Secured Party Address 320 Main St.  
 Equitable Bank, National Association Laurel, MD. 20707  
 Attention: L. Rubenstein, A.V.P.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors M.B.S. Enterprises II, Inc.

By: Robert Sheir, President (Seal)  
 Robert Sheir, President  
 \_\_\_\_\_ (Seal)

RECORD FEE 11.00

POSTAGE (Seal) .50

#100000 0777 R01 T16:17

(Seal) 10/06/87

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

11.50

BOOK 518 PAGE 540

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 11482/262311 recorded in Liber 499, Folio 34 on June 12, 1986 (date)

1. DEBTOR(S):

Name(s): Birchwood Yacht U.S.A., Inc.  
4810 Massachusetts Ave., Washington, D.C. 20016  
Address(es): 1402 Colony Road., Pasadena, Maryland 21122

2. SECURED PARTY:

Name: Century National Bank  
Address: 1875 Eve Street, N.W., Washington, D.C.

Person and Address to whom Statement is to be returned if different from above.

Attn: Teresa A. DeWitt

RECORD FEE 10.00  
POSTAGE .50  
#100100 CTTT R01 T16-18  
10/06/87

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. [ ] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. [ ] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

By Frank Merendino  
Frank Merendino  
Vice President  
(Type Name and Title)

To be Filed Among the:  
 Financing Statement records of the Maryland SDAT  
 Financing Statement records of Anne Arundel County, Md.

**FINANCING STATEMENT (MARYLAND)**

This Financing Statement is presented to a Filing Officer pursuant to UCC.

**1. Name and Address of Debtors:**

Klemens Schuster, General Contractor, Inc.  
 5764 Pindell Road  
 Lothian, Maryland 20820

Klemens F. and Josephine M. Schuster  
 5764 Pindell Road  
 Lothian, Maryland 20820

**2. Name and Address of Secured Party:**

FIDELITY & DEPOSIT COMPANY OF MARYLAND  
 Fidelity Building  
 Charles & Lexington Streets  
 Baltimore, Maryland 21203

**3. This Financing Statement covers the following:**

Agreement of Indemnity dated January 7, 1980 by and between Klemens Schuster, General Contractor, Inc., Klemens F. & Josephine M. Schuster and Fidelity & Deposit Company of Maryland, a copy of which is attached hereto as Exhibit "A".

**4. This transaction is not presently subject to recordation tax.**

**5. An original of this Financing Statement has been filed this date with the Uniform Commercial Code records of Anne Arundel County, Maryland.**

DEBTORS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*see Exhibit "A" for original signatures*

RECORD FEE 23.00  
 POSTAGE .50  
 #101130 0345 R01 T11:25  
 10/07/87  
 JA

To Filing Officer: After the Financing Statement has been recorded please return to:

James C. Holman, Esquire  
 Whiteford, Taylor & Preston  
 7 St. Paul Street, Suite 1400  
 Baltimore, Maryland 21202

*93*

"K"

BOOK 518 PAGE 542

SEVENTH

## Agreement of Indemnity

1 THIS AGREEMENT of Indemnity, made and entered into this SEVENTH day of  
2 JANUARY, 1980, by Klemens Schuster, General Contractor, Inc.  
3 5764 Pindell Road, Lothian, MD 20820 (Insert full name and address of Contractor)  
4 Klemens F. & Josephine M. Schuster, 5764 Pindell Road, Lothian, MD 20820  
5 (Insert full names and addresses of Indemnitors, if any)  
6 (hereinafter called the Indemnitors, if any) and  
7 FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Fidelity Building, Charles and Lexington Streets, Baltimore,  
Maryland 21203, its successors and assigns (hereinafter called Surety).

### WITNESSETH:

8 WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether  
9 in its own name solely or as co-adventurer with others, may desire or be required to give or procure certain surety  
10 bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute from time to time the same  
11 or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions,  
12 any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety  
13 to refrain from cancelling said Bonds; and

14 WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this  
15 Agreement of Indemnity be given, the Surety has executed or procured to be executed, and may from time to time  
16 hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

17 WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds  
18 or in the Surety's refraining from cancelling said Bonds.

19 Now, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs,  
20 executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety,  
21 as follows:

### PREMIUMS

22 FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premi-  
23 ums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise  
24 agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or  
25 release from the Bonds and all liability by reason thereof.

### INDEMNITY

26 SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and  
27 against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to,  
28 interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety  
29 may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of  
30 the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agree-  
31 ment or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid  
32 causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against  
33 the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the  
34 amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors  
35 further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemni-  
36 tors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good  
37 faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the  
38 sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not  
39 such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made  
40 by the Surety shall be *prima facie* evidence of the fact and amount of the liability to the Surety.

### ASSIGNMENT

41 THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby  
42 assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs  
43 of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or  
44 hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering  
45 such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the  
46 Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this  
47 Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment  
48 by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a  
49 receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which deprives the Contractor  
50 of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or  
51 (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if  
52 the Contractor be an individual: (a) All the rights of the Contractor in, and growing in any manner out of, all con-  
53 tracts referred to in the Bonds, or in, or growing in any manner out of the Bonds; (b) All the rights, title and interest  
54 of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be,  
55 about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including  
56 materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in  
57 process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title  
58 and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts  
59 referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions,  
60 claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or  
61 materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools  
62 or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against  
63 any surety or sureties of any subcontractor, laborer, or materialman; (e) Any and all percentages retained and any  
64 and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds  
65 and all other contracts whether bonded or not in which the Contractor has an interest.

**TRUST FUND**

66       FOURTH: If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits  
67 the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that  
68 all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an  
69 interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and  
70 services furnished in the prosecution of the work provided in said contract or any authorized extension or modification  
71 thereof; and, further, it is expressly understood and declared that all monies due and to become due under any con-  
72 tract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors  
73 or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or  
74 contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit  
75 of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration  
76 shall also constitute notice of such trust.

**UNIFORM COMMERCIAL CODE**

77       FIFTH: That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement,  
78 both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in  
79 effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety  
80 under this Agreement or under law, or in equity.

**TAKEOVER**

81       SIXTH: In the event of any breach or default asserted by the obligee in any said Bonds, or the Contractor has  
82 abandoned the work on or forfeited any contract or contracts covered by any said Bonds, or has failed to pay obliga-  
83 tions incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a  
84 felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver  
85 or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of  
86 creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National  
87 Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under  
88 said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or  
89 territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby au-  
90 thorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agree-  
91 ment, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and  
92 at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the  
93 Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

**CHANGES**

94       SEVENTH: The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent  
95 to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general con-  
96 ditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the  
97 time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to  
98 assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, exten-  
99 sions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different  
100 conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood  
101 and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent  
102 by the Surety does or might substantially increase the liability of said Indemnitors.

**ADVANCES**

103       EIGHTH: The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any  
104 money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds;  
105 and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time  
106 to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses  
107 incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due,  
108 shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible,  
109 notwithstanding that said money or any part thereof should not be so used by the Contractor.

**BOOKS AND RECORDS**

110       NINTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated,  
111 the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and In-  
112 demnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested  
113 by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the  
114 status of the work under contracts being performed by the Contractor, the condition of the performance of such  
115 contracts and payments of accounts.

**DECLINE EXECUTION**

116       TENTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the  
117 Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this  
118 Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any  
119 and all of the bonds that may be required in connection with any award that may be made under the proposal for  
120 which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise  
121 by reason of having executed the Bid or Proposal Bond.

**NOTICE OF EXECUTION**

122       ELEVENTH: The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this  
123 Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts  
124 giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds,  
125 and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall  
126 be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be  
127 entitled, and notwithstanding any defenses they might have been entitled to make.

**HOMESTEAD**

128       TWELFTH: The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this  
129 Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt  
130 from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

**SETTLEMENTS**

131       THIRTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judg-  
132 ment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or  
133 demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of  
134 such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment  
135 or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those  
136 of the Surety.

SURETIES

137 FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the
138 Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and con-
139 ditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their
140 interests may appear.

SUITS

141 FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the
142 recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other
143 causes of action, whether theretofore or thereafter arising.

OTHER INDEMNITY

144 SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this
145 Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or
146 knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral
147 in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it
148 being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which
149 the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or
150 additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the
151 Surety under this Agreement.

INVALIDITY

152 SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the
153 execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall
154 not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the
155 same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent
156 as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors
157 that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not
158 in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor
159 and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

ATTORNEY IN FACT

160 EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate
161 the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Con-
162 tractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the
163 Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or
164 papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning
165 of the within assignments, but also to the full protection intended to be herein given to the Surety under all other
166 provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken
167 and done by the Surety as such attorney-in-fact.

TERMINATION

168 NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written
169 notice sent by registered mail to the Surety at its home office at Fidelity Building, Charles and Lexington Streets,
170 Baltimore, Maryland 21203, but any such notice of termination shall not operate to modify, bar, or discharge the
171 Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

172 TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective
173 unless made by written endorsement executed to form a part hereof.

174 TWENTY-FIRST: .....
175 .....
176 .....

177 IN WITNESS WHEREOF, we have signed and sealed the day and year first above written.

ATTEST OR WITNESS:

Klemens Schuster, General Contractor, Inc.

(Full Name and Address of Contractor)

5764 Pindell Road, Lothian, MD 20820

✓ Steven Schust

✓ Klemens F. Schuster (SEAL)
Klemens F. Schuster

INDEMNITORS:

✓ Steven Schust

✓ Klemens F. Schuster (SEAL)
Klemens F. Schuster

(Full Name and Address of Indemnitor)

5764 Pindell Road, Lothian, MD 20820

✓ Steven Schust

✓ Josephine M. Schuster (SEAL)
Josephine M. Schuster

(Full Name and Address of Indemnitor)

5764 Pindell Road, Lothian, MD 20820

(SEAL)

(Full Name and Address of Indemnitor)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

✓ L. C. Wayman, Jr.
Assistant Secretary

By ✓ Friend R. Nagle (SEAL)
Vice-President

L. C. Wayman, Jr., Assistant Secretary

Friend R. Nagle, Assistant Vice President

**For Acknowledgment of Contractor's Signature**

BOOK 518 PAGE 545

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, personally appeared \_\_\_\_\_  
to me personally known, and known by me to be the person \_\_\_\_\_ described in, and who executed, the foregoing instrument and acknowledged  
same to be \_\_\_\_\_ act and deed.  
My Commission Expires \_\_\_\_\_ (Notary Public)

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
a member of the co-partnership of \_\_\_\_\_  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me  
that he executed the same as and for the act and deed of the said co-partnership.  
My Commission Expires \_\_\_\_\_ (Notary Public)

**CORPORATE ACKNOWLEDGMENT**

STATE OF MARYLAND }  
COUNTY OF PRINCE GEORGE } SS:  
On this 7<sup>th</sup> day of JANUARY, 1980, before me, the subscriber, personally  
appeared KLEMENS SCHUSTER  
(Insert here name of officer who signs for the corporation)  
to me personally known, who, being duly sworn, did depose  
and say that he resides in the city of LOTHIAN, AACo., Md., that he is the Secy-Treas President of  
Klemens Schuster General Contractor Inc. the corporation described in, and which executed, the within instru-  
ment; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order  
of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is  
acquainted with Klemens Schuster, and knows that he is the SECY-TREAS Secretary of said  
(Insert here name of officer who attests for corporation)  
corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.  
My Commission Expires July 1, 1982 Dennis D. Marshall  
(Notary Public)

**For Acknowledgment of Indemnitors' Signatures**

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MARYLAND }  
COUNTY OF PRINCE GEORGE } SS:  
On this 7<sup>th</sup> day of JANUARY, 1980, before me, the subscriber, personally appeared  
Klemens Schuster  
to me personally known, and known by me to be the person \_\_\_\_\_ described in, and who executed, the foregoing instrument and acknowledged  
same to be his act and deed.  
My Commission Expires 7-1-82 Dennis D. Marshall  
(Notary Public)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MARYLAND }  
COUNTY OF PRINCE GEORGE } SS:  
On this 7<sup>th</sup> day of JANUARY, 1980, before me, the subscriber, personally appeared  
JOSEPHINE SCHUSTER  
to me personally known, and known by me to be the person \_\_\_\_\_ described in, and who executed, the foregoing instrument and acknowledged  
same to be her act and deed.  
My Commission Expires 7-1-82 Dennis D. Marshall  
(Notary Public)

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
a member of the co-partnership of \_\_\_\_\_  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me  
that he executed the same as and for the act and deed of the said co-partnership.  
My Commission Expires \_\_\_\_\_ (Notary Public)

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, personally  
appeared \_\_\_\_\_  
(Insert here name of officer who signs for the corporation)  
to me personally known, who, being duly sworn, did depose  
and say that he resides in the city of \_\_\_\_\_, that he is the \_\_\_\_\_ President of  
\_\_\_\_\_ the corporation described in, and which executed, the within instru-  
ment; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order  
of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is  
acquainted with \_\_\_\_\_, and knows that he is the \_\_\_\_\_ Secretary of said  
(Insert here name of officer who attests for corporation)  
corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.  
My Commission Expires \_\_\_\_\_ (Notary Public)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

Casablanca Hair Ltd.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
8095 E. Edwin Raynor Blvd.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
Pasadena, Maryland 21122

THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3  Products of the collateral are also specifically covered.

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 12.00  
 RECORD TAX 210.00  
 POSTAGE .50

#101400 0345 R01 713\*10

Catherine L. Goodwin (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
CATHERINE GOODWIN  
 \_\_\_\_\_  
 (Print or Type Name)

Robert W. Moran (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
ROBERT W. MORAN  
 \_\_\_\_\_  
 (Print or Type Name)

10/07/87 JA

Handwritten initials and numbers: "JA 210 50"

270037

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First, and address(es))  John G. Seibel 353 Sturtons Lane Pasadena, MD 21122	2 Secured Party(ies) and address(es)  TBC Financial Services, Inc. 103 Springer Bldg., Concord Plaza 3411 Silverside Road Wilmington, DE 19810	3 Maturity date (if any)  For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property:  All of Debtor's right, title and interest to certain Distribution Rights (The exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, PA, which rights are located primarily in the County of Anne Arundel.  Not Subject to Recordation Tax		5 Assignee(s) of Secured Party and Address(es)  RO1 713:17 10/07/87 JA
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

By [Signature] Secured Party Title Asst Treas By [Signature] Signature(s) of Secured Party(ies) Title Debtor

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use in Most States)

BOOK 518 PAGE 548

270098

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting entity
1. Debtor(s) (Last Name First) and Address(es) LYNN S. MANUEL NORMAN J. DAVANZO 137 LYONS CREEK MH ESTATES LOTHIAN MD 20820	2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBRIIDGE VA 22191	3. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 #101490 0345 R01 T13421	
5. This Financing Statement covers the following type(s) for item(s) of property 1976 POLERON DANBURY 70 X 14 SERIAL # 13499 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6. Assignee(s) of Secured Party and Address(es) 07/87 JA	
<input type="checkbox"/> Products of the collateral are also covered	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8. Describe Real Estate Here:		9. Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
			11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)		

LYNN S. MANUEL      NORMAN J. DAVANZO

*Lynn S. Manuel*      *Norman J. Davanzo*

By \_\_\_\_\_ By *R. C. Irvine*

Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3-83)      FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

278039

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 29,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County \$ 203.00 9-30-87

5 Debtor(s) Name(s) Bloom Associates, Inc. Address(es) 815 F Central Avenue  
Linthicum, Maryland 21090-1401

6 Secured Party Maryland National Bank Address Department LDRU  
Attention R. Riley Post Office Box 987, Mailstop 022801  
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A).

RECORD FEE 11.00

RECORD TAX 203.00

POSTAGE .50

Debtor: Bloom Associates, Inc.

Secured Party: Maryland National Bank

#101540 0345 R01 713:25

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

By: Michael A. McIntyre (Seal) 10/07/87

By: Paul S. Bloom (Seal)  
Type name and title, if any

Michael A. McIntyre, Assist. Vice President JA

207-95 REV 1/86

MARYLAND NATIONAL BANK

M.N.B.  
SEP 11 '87  
LDRU

11-203 JD

0376202-9022

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 4800.00

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 6/6/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jeff John O'Donnell
Address 545 E. Tremont St., Odenton, Md. 21113

2. SECURED PARTY

Name Maryland National Bank
Address 225 N. Calvert Street, Baltimore, Md. 21203

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 30, 1991

4. This financing statement covers the following types (or items) of property: (list)

1985 Boat with Trailer and Motor
Make: Bayliner Hull # 21428508585
Length 15' 7" Engine model 856 X 5L
Serial # 7489 Lock # X-830467 Decal # 121033
Trailer 1985
Make: GATE TL Spicker #1309962
TAG # 152075 G Title # 13178072
Vehicle ID # 1CXEP1610PSS14831

Name and address of Assignee

CHECK [ ] THE LINES WHICH APPLY

- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

Signature of Debtor: Jeff John O'Donnell

Jeff John O'Donnell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Belinda Rayford

BEINDA RAYFORD
Type or Print Above Signature on Above Line

11 35 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 7000

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated June 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Raymond K. & Shirley W. Rudolph
Address 1823 Woodrail Dr. Millersville Md. 21108

2. SECURED PARTY

Name Maryland National Bank
Address 326 First Street Annapolis Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1987 22' Nonsuch Hull#ZHYN1058K687
1987 10hp Yamaha Engine Ser# 6G8UL700265

Name and address of Assignee

RECORD FEE 13.00
RECORD TAX 14.00
POSTAGE .50
#101080 0745 R01 113428
10/07/87
JA

CHECK [X] THE LINES WHICH APPLY

- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

SIGN HERE -> Raymond K. Rudolph (Signature of Debtor)

Raymond K. Rudolph
Type or Print Above Name on Above Line

SIGN HERE -> Shirley W. Rudolph (Signature of Debtor)

Shirley W. Rudolph
Type or Print Above Signature on Above Line

Belinda Rayford (Signature of Secured Party)

BELINDA RAYFORD
Type or Print Above Signature on Above Line

12-14-87

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M.J.W. Enterprises, Inc.  
Address P.O. Box 489 Arnold, MD 21012-0489

2. SECURED PARTY

Name W. E. RICHARDSON & SONS, INC.  
Address 8400 WINDSOR HILL RD. BALTIMORE, MARYLAND 21207

RECORD FEE 11.00

POSTAGE .50

10/07/87

JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SN #  
80104 1  
1205 1  
64376 1  
21376 1

Kubota	L-2550GST	Tractor
Woods	L-306K-50	Mower
Kubota	B7200DT	Tractor
Kubota	RC60-72	Mower

Name and address of Assignee  
KUBOTA CREDIT CORPORATION, U.S.A.  
1025 NORTHBROOK PARKWAY  
SUWANEE, GA 30174

TEL: 51900-812742

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Charles Wagner  
(Signature of Debtor)

Charles Wagner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

W. E. Richardson, Pres  
(Signature of Secured Party)

W. E. Richardson  
Type or Print Above Signature on Above Line

1/50

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Custom Truck & Auto Center, Inc. (Name or Names)
6940 O'Conner Drive (Address) Hanover, Maryland 21076

LESSEE (Name or Names) (Address) CI 2268

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR (Name or Names) (Address)

4. This financing Statement covers the following types (or items) of property:

5- Intertel MPK II USED Telephone System and Paging Equipment

RECORD FEE 11.00
POSTAGE .50
4101700 0745 P01 T13139
10/07/87
JA

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Custom Truck & Auto Center, Inc
By: Edward F. Garber (Title)
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian C. Connelly (Title) Mgr.
Brian C. Connelly (Title)
(Type or print name of person signing)
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Handwritten mark: 11.50

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) J. Howard Granger, Inc. Address(es) 985 Round Bay Road  
Crownsville, Maryland 21032

RECORD FEE 11.00

6. Secured Party Maryland National Bank Address Department Collateral Control Unit  
Attention: Lisa Keller Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203

POSTAGE .50

10/06/07

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: J. Howard Granger, Inc.

Secured Party Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any  
Larry W. Grainger, President

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

Jane C. Phillips, Assistant Vice President  
Type name and title

11750

\* Coverage applies up to  
PAYMENT ONLY (w/rev)

270105

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$59,900.00

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Capitol Communication System, Inc.  
Address 7 Chelsea House, 2411 Crofton Lane, Crofton, MD 21114

2. SECURED PARTY

Name Linotype Co  
Address 425 Oser Ave Hauppauge, NY 11788

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Linotronic 300 (Cora)  
Laser Printer 8/4  
100 Fonts

AMOUNT OF INDEBTEDNESS IS: \$59,900.00  
\$419.30 IS BEING PAID.

RECORD FEE 11.00  
RECORD TAX 420.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 11-777 R01 T10+28

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Thomas Shultz*  
(Signature of Debtor)

Capitol Communications System Inc  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*W. J. McHally*  
(Signature of Secured Party)

Linotype Co  
Type or Print Above Signature on Above Line

FILING FEE \$ \_\_\_\_\_

Please Return To:  
**Illinois Code Company**  
P.O. BOX 2969  
Springfield, Illinois 62708  
THANK YOU

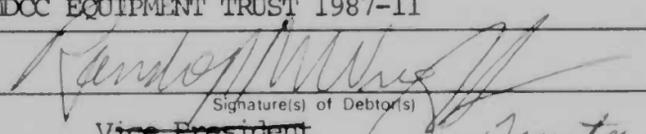
ROSE PLACE, NEW YORK

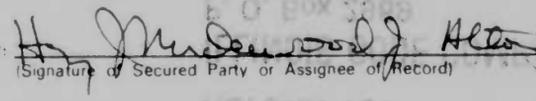
BOOK 518 PAGE 556

270106

1. No. of additional sheets 1		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2. Debtor(s) Last name first, address(es) Soc. Sec. No. — Tax ID No. MDCC EQUIPMENT TRUST 1987-II 1100 N. Woodward, #214 Birmingham, MI 48011 No Recordation Tax	3. Secured Party(ies) and address(es) THE FINANCIAL CORPORATION OF ILLINOIS 4825 North Scott Street Schiller Park, IL 60176		
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		RECORD FEE 11.00 POSTAGE .50 #103990 0777 801 110:30

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21999/978-A-08831 dated 7/31/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, dated as of 8/16/86 insofar as such Master Lease relates to the equipment described on this attached ADDENDUM A, including all rents (except the Daily Rental payments and the 9/1/87 and 10/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term, and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein. (L#536)

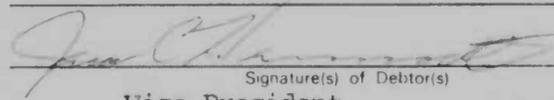
MDCC EQUIPMENT TRUST 1987-II  
  
 Signature(s) of Debtor(s)  
 Vice President  
 Secretary of State Copy

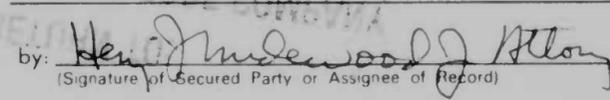
THE FINANCIAL CORPORATION OF ILLINOIS  
 P. O. BOX 5289  
 by:   
 Signature of Secured Party or Assignee of Record  
 RIEGLE PRESS, FLINT, MICH.

11/5

1 No. of additional sheets 1		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2 Debtor(s) Last name first, address(es) MCDONNELL DOUGLAS CAPITAL CORPORATION 1100 N. Woodward, #214 Birmingham, MI 48011 No Recordation Tax	3 Secured Party(ies) and address(es) THE FINANCIAL CORPORATION OF ILLINOIS 4825 North Scott Street Schiller Park, IL 60176		
4 Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		RECORD FEE 11.00 POSTAGE .50

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21999/978-A-08831 dated 7/31/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, dated as of 8/16/86 insofar as such Master Lease relates to the equipment described on this attached ADDENDUM A, including all rents (except the Daily Rental payments and the 9/1/87 and 10/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term, and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein. (L#536)

MCDONNELL DOUGLAS CAPITAL CORPORATION  
  
 Signature(s) of Debtor(s)  
 Vice President  
 Secretary of State Copy

THE FINANCIAL CORPORATION OF ILLINOIS  
  
 by: Henry J. Underwood, Attorney  
 (Signature of Secured Party or Assignee of Record)

RIEGLE PRESS, FLINT, MICH

11

BOOK 518 PAGE 558

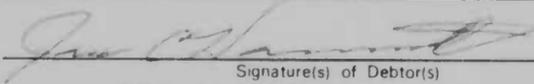
270108

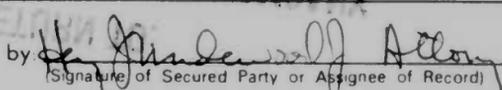
1. No. of additional sheets 1		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2 Debtor(s) Last name first, address(es) Soc Sec No - Tax ID No MCDONNELL DOUGLAS CAPITAL CORPORATION 1100 N. Woodward, #214 Birmingham, MI 48011 No Recordation Tax	3. Secured Party(ies) and address(es) THE FINANCIAL CORPORATION OF ILLINOIS 4825 North Scott Street Schiller Park, IL 60176		
4 Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		RECORD FEE 11.00 POSTAGE .50 #103970 0777 R01 T10#29

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21995/978-A-08830 dated 7/31/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, dated as of 8/16/86 insofar as such Master Lease relates to the equipment described on this attached ADDENDUM A, including all rents (except the Daily Rental payments and the 9/1/87 and 10/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term, and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein. (L#538)

MCDONNELL DOUGLAS CAPITAL CORPORATION

THE FINANCIAL CORPORATION OF ILLINOIS

  
Signature(s) of Debtor(s)

by   
Signature of Secured Party or Assignee of Record

Vice President

Secretary of State Copy

mmp

RIEGLER PRESS, FLINT, MICH.

TT  
S

Attachment to UCC-1 Financing Statement between McDonnell Douglas Capital Corporation as Debtor and The Financial Corporation of Illinois as Secured Party (L#538)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AE4	1	Direct Access Storage Device	K1052
3380	BE4	1	Direct Access Storage Device	P2074

Location of Equipment: Westinghouse Electric Corporation  
Camp Meade Road  
BWI Airport  
Baltimore, MD 21240

BOOK 518 PAGE 560

270109

1. No. of additional sheets <b>1</b>		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2 Debtor(s) Last name first, address(es) Soc Sec No. - Tax ID No. MDCC EQUIPMENT TRUST 1987-II 1100 N. Woodward, #214 Birmingham, MI 48011	3 Secured Party(ies) and address(es) THE FINANCIAL CORPORATION OF ILLINOIS 4825 North Scott Street Schiller Park, IL 60176		
No Recordation Tax	4 Name and address(es) of assignee(s) (if any)		
	CHECK <input checked="" type="checkbox"/> if applicable		
	5 <input type="checkbox"/> Products of collateral are also covered		RECORD FEE 11.00
	6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		POSTAGE .50

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21995/978-A-08830 dated 7/31/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, dated as of 8/16/86 insofar as such Master Lease relates to the equipment described on this attached ADDENDUM A, including all rents (except the Daily Rental payments and the 9/1/87 and 10/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term, and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein. (L#538)

MDCC EQUIPMENT TRUST 1987-II

THE FINANCIAL CORPORATION OF ILLINOIS

*Randy M. ...*  
 \_\_\_\_\_  
 Signature(s) of Debtor(s)

by: *H. ...*  
 \_\_\_\_\_  
 (Signature of Secured Party or Assignee of Record)

Vice President

Secretary of State Copy

RIEGLE PRESS, FLINT, MICH

RECORDED 10:

Attachment to UCC-1 Financing Statement between MDCC Equipment Trust 1987-II as Debtor and The Financial Corporation of Illinois as Secured Party (L#538)

ADDENDUM A  
EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AE4	1	Direct Access Storage Device	K1052
3380	BE4	1	Direct Access Storage Device	P2074

Location of Equipment: Westinghouse Electric Corporation  
Camp Meade Road  
BWI Airport  
Baltimore, MD 21240

*AMW*



BOOK 518 PAGE 503

SCHEDULE "A"

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivables, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles whether now owned or here after aquired and all attachments, assessions and additions thereto, substitutions, accessories and equipment therefor and replacements and proceeds.

BY: W. E. King

DATE: 9-26-87

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: NRL Inc. T/A Vizzini's
Address: 7161 B & A Blvd., Ferndale, Md. 21061

2. SECURED PARTY

Name: HOBART CORPORATION
Address: World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- One(1) P660-1A Mixer
One(1) VS9-12 Veg. Slicer, Shg. 12, 5/16" Sh.

Annapolis, # 135611

RECORD FEE 12.00
10/08/87
JK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

NRL Inc. T/A Vizzini's
(Signature of Debtor)

Alice J. Grigsby Attorney in Fact
Type or Print Above Name on Above Line

NRL Inc. T/A Vizzini's
(Signature of Debtor)

Alice J. Grigsby Attorney in Fact
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

## FINANCING STATEMENT

270112

1. Name of Debtor: RACE AND HANOVER V LIMITED  
 Address: PARTNERSHIP  
 7223 Parkway Drive  
 Hanover, Maryland 21076
2. Name of Secured Party: EQUITABLE BANK, NATIONAL  
 Address: ASSOCIATION  
 100 South Charles Street  
 Baltimore, Maryland 21201  
 Attn: Real Estate Finance  
 Department

RECORD FEE 14.00  
 POSTAGE .50  
 #063360 0345 ROD 115:26  
 10/08/87  
 JA

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust, Assignment and Security Agreement dated September 30, 1987, from Debtor to Mark A. Merino and Joseph V. Prado, Trustees, which Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

RACE AND HANOVER V LIMITED PARTNERSHIP

By: Kent and York, Incorporated,  
General Partner

By: *[Signature]* (SEAL)  
Leslie Legum, President

DATED: *September 30*, 1987

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 800  
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation

Anne Arundel County Land Records  
Anne Arundel County Financing  
Statement Records

ATLANTIC TITLE COMPANY  
30 South Charles Street  
200 South Charles Street  
Baltimore, Md.

EXHIBIT A (legal description)

BOOK 518 PAGE 587

BEING all that lot of ground situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the northwest side of Standard Drive, 60 feet wide, at a point on said northwest side of said Drive, North 34 degrees 51 minutes 30 seconds East 410 feet from point No. 40 as shown on the Plat of Parkway Industrial Center, Section One, recorded among the Land Records of Anne Arundel County in Plat Book No. 34, folio 8, and running thence with and binding on the northwest side of Standard Drive, as aforesaid, and continuing with the extension thereof, (1) North 34 degrees 51 minutes 30 seconds East 600 feet, thence leaving Standard Drive, as aforesaid, for three new lines of division as now established, viz: (2) North 55 degrees 08 minutes 30 seconds West 650 feet, South 34 degrees 51 minutes 30 seconds West 600 feet, and South 55 degrees 08 minutes 30 seconds East 650 feet to the place of beginning. Containing 8.95 acres of land, more or less, as now surveyed by C.D. Messick, Jr., & Associates, Inc. and shown on the Plat attached to Deed dated May 6, 1966 and recorded among the Land Records of Anne Arundel County in Liber No. 1973, folio 24.

TOGETHER WITH the use thereof in common with others for ingress and egress, for all public and private utilities, and for railroad rights of way to and from the above described parcel, Parkway Drive extended 60 feet wide from the northeast end of the existing Drive as shown on the Plat of Parkway Industrial Center, Section One, recorded as aforesaid in Plat Book No. 34, folio 8, to a point on and distant 60 feet from the end of the third line of the parcel hereinabove described, and more particularly shown on the Plat entitled, "Section Two and Resubdivision of Parcel 5 of Section One, Parkway Industrial Center", which Plat is recorded as aforesaid in Plat Book No. 34, folio 26.

ALSO TOGETHER WITH the use thereof in common with others for ingress and egress, for all public and private utilities, and for railroad rights of way to and from the above described parcel of the bed of Standard Drive, 60 feet wide, and the bed of Parkway Drive, 60 feet wide, as shown on the Plat entitled, "Section One, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 34, folio 8, excluding that portion of the bed of Parkway Drive, 80 feet wide extending southwesterly from points 4 and 28 on said Plat, and as shown on the Plat entitled, "Section Two and Resubdivision of Parcel 5 of Section One, Parkway Industrial Center", which Plat is recorded among the Land Records aforesaid in Plat Book No. 34, folio 26.

ALSO TOGETHER WITH the use thereof in common with others for ingress and egress, for all public and private utilities, and for railroad rights of way to and from the above described parcel, a 60 foot wide right of way described as follows, that is to say:

BEGINNING for the same at a pipe heretofore set on the southeast side of Race Road at the end of the fourth line of the land devised to Hazel L. Hill under Item Five the the Last Will and Testament of Burnner R. Anderson, recorded among the Will Records of Anne Arundel County in Liber R.G.P. No. 4, folio 252 and running thence binding on said southeast side of Race Road and on a portion of the fifth line of said land as now surveyed, North 28 degrees 2 minutes 35 seconds East 2.67 feet, thence leaving said road, South 55 degrees 8 minutes 30 seconds East 993.72 feet to the southeast side of Parkway Drive, 60 feet wide, as shown on a Plat of Section One, Parkway Industrial Center, recorded among the Land Records of Anne Arundel County in Plat Book No. 34, folio 8, thence binding on a portion thereof, South 34 degrees 51 minutes 30 seconds West 60 feet, thence parallel with and 60 feet southwesterly from the line secondly herein described, North 55 degrees 8 minutes 30 seconds West 990.14 feet to the southeast side of Race Road, and thence binding thereon North 32 degrees 26 minutes 45 seconds East 57.35 feet to the place of beginning.

SUBJECT, however, to a railroad easement across the westernmost corner of the property hereinabove conveyed, said easement being described as follows, that is to say:

BEGINNING for the same at a point on the third line of the parcel herein described 100 feet from the end thereof, and running thence with part of said third and part of the fourth lines of said parcel, (1) South 34 degrees 51 minutes 30 seconds West 100 feet, and (2) South 55 degrees 08 minutes 30 seconds East 70 feet, thence crossing the parcel hereinabove conveyed (3) North 00 degrees 08 minutes 01 seconds West 122.07 feet to the place of beginning.

Containing 3,500 square feet of land more or less.

BOOK 518 PAGE 568

<b>This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:</b>		No. of Additional Sheets Presented
<b>1. Debtor(s)</b> (Last Name First) and Address(es): F. P. Asher & Sons, Inc. 1861 Crownsville Road Annapolis, MD 21401	<b>2. Secured Party(ies)</b> Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 10.00 POSTAGE .50 #105140 0040 201 713437 For Filing Officer 10/08/87
<b>3.</b> (a) This statement refers to original Financing Statement bearing File No. 266068 508 174 Filed with A. Arundel Co. Date Filed 02/10/87 19 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
<b>4.</b> <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. <b>A</b> <b>5.</b> <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.) <b>6.</b> <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. <b>7.</b> <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9. <b>8.</b> <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		
<b>9.</b> Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288		
<b>10. Signatures:</b> Alban Tractor Co., Inc. By _____ Asst. Sec. Debtor(s) (necessary only if Item 7 is applicable) Secured Party(ies)		
(1) Filing Officer Copy - Numerical		<b>FINANCING STATEMENT CHANGE</b> Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3



BOOK 518 PAGE 539

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and Address(es) F. P. Asher & Sons, Inc. 1861 Crownsville Road Annapolis, MD 21401		2. Secured Party(ies) Name(s) and Address(es) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237		No. of Additional Sheets Presented	
3. (a) This statement refers to original Financing Statement bearing file No. 266067 508 173 Filed with A. Arundel Co. Date Filed 02/10/87 19 (b) If the original financing statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (9) mark this block <input type="checkbox"/>				RECORD FEE 10.00 POSTAGE .50 #108170 1040 800 713136 10/28/87 JA	
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.		5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)			
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.		7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.			
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.					
9. Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, Va 23288					
10. Signatures: By _____ Debtor(s) (necessary only if item 7 is applicable) By <u>Maureen D. Aldred</u> Alban Tractor Co., Inc. Asst. Sec. Secured Party(ies) Standard Form Approved by N. C. Sec. of State and other States shown above.					

(1) Filing Officer Copy - Numerical

**FINANCING STATEMENT CHANGE**  
10.50

UCC-3

BOOK 518 PAGE 570

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented	
1. Debtor(s) (Last Name First) and Address(es): F. P. Asner & Sons, Inc. 1871 Crownsville Road Annapolis, MD 21401	2. Secured Party(ies) Name(s) and Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237		RECORD FEE 10.00 POSTAGE .80 #100100 0040 003 113136 10/25/87 SA
3. (a) This statement refers to original Financing Statement bearing File No. 267511 512 65 Filed with A. Arundel Co. Date Filed 05/11/87 19 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>			For Filing Officer
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.			
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)			
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.			
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.			
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.			
9. Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288			
10. Signatures:			
By _____ Debtor(s) (necessary only if item 7 is applicable)		By <u>Mark M. [Signature]</u> Alban Tractor Co., Inc. Asst. Sec.	
(1) Filing Officer Copy - Numerical		FINANCING STATEMENT CHANGE 10.00	
		Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3	

BOOK 518 PAGE 571

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es):

F. P. Asher & Sons, Inc.  
1861 Crownsville Road  
Annapolis, MD 21401

2. Secured Party(ies) Name(s) And Address(es):

Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

RECORD FEE 10.00

POSTAGE .50

#105119 0040 PM 713434

- 3. (a) This statement refers to original Financing Statement bearing File No. 268376 514 100 Filed with A Arundel Co. Date Filed 07/01/87 19
- (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
- (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

10/08/87  
JA

- 4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

10. Signatures:

By \_\_\_\_\_  
Debtor(s) (necessary only if item 7 is applicable)

By Alban Tractor Co., Inc.  
[Signature] Asst. Sec.  
Secured Party(ies)

FINANCING STATEMENT CHANGE

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

UCC-3

(1) Filing Officer Copy - Numerical

270117

BOOK 518 PAGE 572

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

F. P. Asher & Sons Inc.  
1861 Crownsville Road  
Annapolis MD. 21401  
Anne Arundel County

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore MD. 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)  
Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
#105110-0040 P01 113436  
10/09/87  
JA

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Excavator  
Model #225LC S/N: 2ZD00419  
One (1) Used Caterpillar Track Type Loader  
Model #D8K S/N: 77V18053  
One (1) New Caterpillar Tractor  
Model #D3B S/N: 27Y04156

One (1) New Caterpillar Wheel Loader  
Model #966D S/N: 99Y04516  
One (1) Used Caterpillar TT Tractor  
Model #D5BLGP S/N: 46X392

Products of the Collateral Are Also Covered.

(A. Arundel Co.)  
Exempt Recordation Tax - Conditional Sale Contract

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

F. P. Asher & Sons Inc.

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc.

(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Office Copy - Numerical

1130

UCC-1

270118

BOOK 518 PAGE 573

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)  
**LivingWell, Inc.**  
105 Annapolis Mall  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
**VENDOR FUNDING CO., INC.**  
3333 New Hyde Park Road  
New Hyde Park, NY 11042

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
#305210 0040 P01 713/41  
10/08/97  
JA

4. This financing statement covers the following types (or items) of property:

AS MORE FULLY DESCRIBED ON EXHIBIT "A"  
ATTACHED HERETO AND MADE A PART HEREOF.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered,  Proceeds of Collateral are also covered,  Products of Collateral are also covered, No. of additional Sheets presented:  
Filed with:

**LivingWell, Inc.**

**VENDOR FUNDING CO., INC.**

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

**EXHIBIT "A" (SCHEDULE OF EQUIPMENT)**

Forming a part of the lease agreement between Living Well, Inc.  
 \_\_\_\_\_, Lessee, and VENDOR FUNDING CO., INC., Lessor  
 Lease Number 202151 SCHEDULE 5 Lease Dated JUNE 25, 1987  
 Leased equipment shall be located at 105 Annapolis Mall, Annapolis, MD 21401

DESCRIPTION OF EQUIPMENT: (Describe fully, giving Manufacturer, Equipment, Model, and Serial Numbers)

<u>QUANTITY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
(4)		Chair (Oak Grey)
(1)		Soil Shield, Sec & Side Chair
(1)		Drafting Chair (grey)
(1)		Chair Arm Pair
(4)		Chair (Oak/ Grey)
(5)		Soil Shield Sec & Side Chair
(3)		48" round top (dark oak)
(3)		Chrome Base

Living Well, Inc.  
(LESSEE)  
 BY: [Signature]  
(Title)

VENDOR FUNDING CO., INC.  
(LESSOR)  
 BY: [Signature]  
(Title)

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Goodman & Masek, Inc. 910-A Bestgate Road Annapolis, Maryland 21401		2. Secured Party(ies) Name(s) And Address(es): B C Leasing Associates 3930 Knowles Avenue Suite 304 Kensington, Maryland 20895		No. of Additional Sheets Presented	3. Bank Note No. #533299-5
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) 1 - Ozalid Model 595 SPV Super Print Vac Engineering Copier, S/N 154 NOT SUBJECT TO RECORDATION TAX Recorded: Anne Arundel County Return: <del>AMERICAN SECURITY BANK, N.A.</del> 635 Mass. Avenue, N.W. Washington, D.C. 20001 Attn: E. Butler / B3-W/314				4. For Filing Officer: Date, Time, File No., Filing Office.  RECORDED FEE 11.00 POSTAGE .50 STATE ROAD 401 713:40 5. Assignee(s) of Secured Party, Address(es): AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D.C. 20013	
<input type="checkbox"/> Proceeds- <input type="checkbox"/> Products of the collateral are also covered				6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.  <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	

8. Signatures: [If debtor's signature omitted pursuant to G.S. 25-9-402 (2), indicate reason.]  
 By Charles R. Goodman Goodman & Masek, Inc. Debtor(s) [or Assignor(s)]  
 By Michael G. Fredricks B C Leasing Associates General Partner Secured Party(ies) [or Assignee(s)]  
 Charles R. Goodman Debtor(s) [or Assignor(s)] Michael G. Fredricks Secured Party(ies) [or Assignee(s)]

Annapolis

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 12,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Baltimore County.

5. Debtor(s) Name(s) Multimarine Services, Inc. Address(es) 4700 Belle Grove Rd. Baltimore, MD 21225

6. Secured Party Equitable Bank, National Association Address 100 South Charles St. Baltimore, MD 21201

Attention: Harry J. Oxford, Jr. Documentation Assistant

RECORD FEE 11.00  
RECORD TAX 84.00  
POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
Multimarine Services, Inc. (Seal) \_\_\_\_\_ (Seal)

BY: Dennis F. Murphy (Seal) \_\_\_\_\_ (Seal)  
Dennis F. Murphy, President

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

11-84-50

SCHEDULE A BOOK 518 PAGE 577

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association (the "Bank") and Multimarine Services, Inc. (the "Borrower").

SECTION F CONTINUED - SPECIFIC EQUIPMENT AND FIXTURES

1. Catapillar Diesel Engine 100 KW  
Model Number 3304 DIT Serial Number 8323056
2. Kato Generator Number H227140008  
Serial Number 92085

Multimarine Services, Inc.

BY: *Dennis F. Murphy* (SEAL)  
Dennis F. Murphy, President

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201



BOOK 518 PAGE 578

270121

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record In:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
Cardinal Industries, Inc.	333 S. Hammonds Ferry Road;	Glen Burnie, MD	21061
	and 2040 S. Hamilton Road;	Columbus, OH	43232

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 15.00  
POSTAGE .50

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

001 113443  
10/08/87  
JA

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s) CARDINAL INDUSTRIES, INC.
By: <u>Dennis L. Stough</u>	BY: <u>Joseph V. Collins</u>
Type Name <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Vice-President/Mortgage Co.</u>
	_____ Type or Print Name and Title of Each Signature

The Eden Inn  
Knights Hwy., Eden, NC

1311

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

CARDINAL INDUSTRIES, INC.  
The Eden Inn, Knights Hwy., Eden, NC

SCHEDULE B

BOOK 518 PAGE 580

Finished Building Components consisting of 64 units:

4 (Four) 1-Bed	S/N 2899-2900,2902-2903
44 (Forty-Four) 2-Bed	S/N 2842,2843,2845-2847,2849-2851,2853-2858,2860-2862 2864-2866,2868-2870,2872-2874,2876-2878,2880-2881 2883-2885,2887-2889,2891-2893,2895-2897,2905
6 (Six) 1-Bed sofa eff. studio	S/N 2848,2890,2894,2898,2901,2904
3 (Three) 1-Bed BFO	S/N 2871,2879,2886
1 (One) Conf. Room	S/N 2844
1 (One) Laundry	S/N 2859
1 (One) Folding	S/N 2863
2 (Two) Linen	S/N 2875,2882
1 (One) Office/Recep.	S/N 2852
1 (One) Mngrs Apt.	S/N 2867

PRINT OR TYPE ALL INFORMATION

270122

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ferguson Trenching Co. Inc.  
123 Beverly Highway  
Annapolis, Md 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
POSTAGE .50

Name & address of Secured Party

Baldwin Service Center, Inc.  
41 Defense Highway  
Annapolis Md 21401

Name & address of Assignee

Manassas Commercial Corporation  
8002 Discovery Drive, #320  
Farmingdale, VA 22031

#105200 0040 R01 T13+41

10/08/87  
JA

Date of maturity if less than five years

Check if proceeds of collateral are covered (X )

Description of collateral covered by original financing statement.

One JCB Model J550H Loader backhoe SN 330169 XXXXXX w/4-in-1 bucket and 4' extendable  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF  
TRANSACTION EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ferguson Trenching Co. Inc.

Baldwin Service Center, Inc.

Signature of Debtor if applicable (Date)

*Steve Jones VP 10-1-87*

Signature of Secured Party if applicable (Date)

*John H. Dunt Corp Sec.*

1150

FINANCING STATEMENT RECORDS  
ANNE ARUNDEL COUNTY, MARYLAND

Net subject to Recordation Tax

FINANCING STATEMENT

RECORD FEE 25.00  
POSTAGE .50  
#054120 COST R02 T13407  
10/09/87  
JA

1. Debtor: Address:  
GROMWELL FOUNTAIN ASSOCIATES c/o Old Bay Financial Services Corporation  
114 East Lexington Street  
Baltimore, Maryland 21202
2. Secured Party: Address:  
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road  
Silver Spring, Maryland 20910  
Attn: Real Estate Department
3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof; and

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof; and

(e) All of the Debtor's right, title and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts and (iv) all cash and non-cash proceeds of all of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated September 24, 1987 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

CROMWELL FOUNTAIN ASSOCIATES

By:  (SEAL)  
Frank J. Scott, Sr.,  
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

ABD:krw  
09/23/87

BOOK 518 PAGE 584

FA032433.FIS

Natalie A. Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

## ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 112

March 18, 1987

SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF 23.655 ACRES, MORE OR LESS  
CROMWELL SECTION ONE  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLANDTELEPHONE  
544 0234  
544 0279

Beginning for the same at the Southwesternmost corner of the plat "CROMWELL SECTION I" prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland said point of beginning marks the intersection of the second line of the conveyance from Columbia Shopping Center Inc. to Harold W. Scott et al recorded among the Land Records of Anne Arundel County, Maryland in Liber 1637, Folio 155, with the North side of New Ordinance Road MD Route 710 as shown on State Roads Commission plat number 38772; thence leaving said point of beginning so fixed and running with and binding along a portion of the aforementioned second line, and running with and binding along a portion of the boundary as shown on the aforesaid plat "CROMWELL SECTION I,"

- 1) North 03 degrees 52 minutes 17 seconds West 183.37 feet to a point of curvature; thence running for new lines of division across a portion of the land conveyed by Frank B. Cromwell to the Arundel Corporation by Deed dated August 19, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 777, Folio 277, as shown on the aforementioned plat,
- 2) Northeasterly 701.08 feet along the arc of a curve deflecting to the right having a radius of 630.00 feet and a chord of North 28 degrees 00 minutes 31 seconds East 665.46 feet to a point of tangency; thence,
- 3) North 59 degrees 53 minutes 18 seconds East 100.00 feet to a point of curvature; thence,
- 4) Northeasterly 249.75 feet along the arc of a curve deflecting to the left having a radius of 470.00 feet and a chord of North 44 degrees 39 minutes 55 seconds East 246.82 feet,

March 18, 1987

BOOK 518 PAGE 589

EXHIBIT A  
(Page 2)

- 5) South 60 degrees 33 minutes 28 seconds East 400.93 feet, and
- 6) South 65 degrees 04 minutes 31 seconds East 401.81 feet,
- 7) North 24 degrees 55 minutes 29 seconds East 250.00 feet,
- 8) South 65 degrees 04 minutes 31 seconds East 270.65 feet to intersect the Westernside of Maryland Route 10, Arundel Expressway, as shown on State Roads Commission Plat Number 38765; thence running with and binding along a portion of the Western and Northern sides of the Arundel Expressway connecting ramp to New Ordinance Road as shown on State Road Commissions Plats 38765, 38793 and 38772 as shown as the boundary on the aforementioned plat "Cromwell Section One",
- 9) South 10 degrees 58 minutes 53 seconds West 58.15 feet,
- 10) South 20 degrees 39 minutes 31 seconds West 59.49 feet,
- 11) South 20 degrees 15 minutes 49 seconds West 119.69 feet,
- 12) South 20 degrees 23 minutes 27 seconds West 84.92 feet,
- 13) South 18 degrees 23 minutes 23 seconds West 44.05 feet,
- 14) Southwesterly 601.52 feet along the arc of a curve deflecting to the left having a radius of 640.00 feet and a chord of South 60 degrees 25 minutes 05 seconds West 579.67 feet,
- 15) South 85 degrees 13 minutes 57 seconds West 873.92 feet,
- 16) South 73 degrees 23 minutes 34 seconds West 129.81 feet, and
- 17) South 89 degrees 02 minutes 06 seconds West 8.00 feet to the point of beginning.

Containing in all 23.655 acres of land, more or less.

Being a part of that land conveyed by Frank B. Cromwell to the Arundel Corporation by Deed dated August 19, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 777, Folio 277.

BOOK 518 PAGE 587  
ANAREX, INC.

EXHIBIT A  
(Page 3)

DEVELOPMENT SERVICES  
ENGINEERS · SURVEYORS  
EXPEDITORS · PLANNERS  
503 RITCHIE HIGHWAY SUITE 1E  
SEVERNA PARK, MARYLAND 21146

July 20, 1987

DESCRIPTION OF 0. 289 ACRES, MORE OR LESS  
PART OF FRANK J. SCOTT LAND  
AT CROMWELL FOUNTAIN, SECTION ONE,  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544 0234  
544 0279

Beginning for the same at coordinate point No. 327 as shown on the plat of "Cromwell Fountain, Section One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 107, Page 12, said point marking the end of the South 46 degrees 50 minutes 35 seconds West 269.48 foot line of said plat; thence leaving said point of beginning and running with and binding along said line, reversely,

- 1) North 46 degrees 50 minutes 35 seconds East 269.48 feet to coordinate point No. 325; thence leaving said line,
- 2) South 24 degrees 55 minutes 29 seconds West 250.00 feet, and
- 3) North 65 degrees 04 minutes 29 seconds West 100.59 feet to the point of beginning.

Containing in all 0.289 acres of land, more or less.

Subject to the private storm water management area as shown on said plat.

Being a part of the land conveyed by the Arundel Corporation to Frank J. Scott, Sr., by Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 4264, Folio 738.

Mail to *Just*

270133

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTORS:

Joseph O. Brice  
Laurajean Councill-Brice  
312 Council Lane  
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all of the leasehold improvements and other property of the Debtors located at:

Lake Shore Professional Building  
4231 Postal Court  
Suite 205  
Pasadena, Maryland

and

Suite 201  
College Parkway Center  
1298 Bay Dale Drive  
Arnold, Maryland

RECORD FEE 12.00

POSTAGE .50

REGISTRATION FEE 14.54

10/09/97

JA

a. Leasehold improvements, equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$132,000.00 to creditor.

DEBTORS:

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY Joseph O. Brice  
JOSEPH O. BRICE

BY Laurajean P. Councill

BY Laurajean Councill-Brice  
LAURAJEAN COUNCILL-BRICE

AFTER RECORDATION return to:  
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

10/10

FINANCING STATEMENT

Taxable Debt: \$25,000 -  
Not subject to recordation tax

\$13750 paid to the State  
Annual Commt. Clerks of the  
Court

1. Name of Debtor(s): PAUL J KINGSLEY  
Address: DIANE L KINGSLEY  
451 DELSO COURT  
ANNAPOLIS, MARYLAND 21401

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST CO.  
Address: P.O. BOX 211  
ANNAPOLIS, MARYLAND 21401

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 12.00

RECORD TAX 175.00

POSTAGE .50

#107550 0777 R01 T16:04

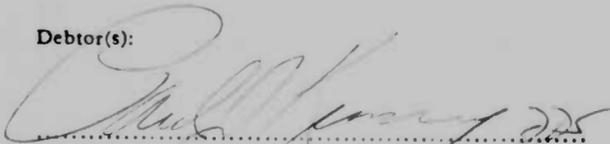
10/09/87

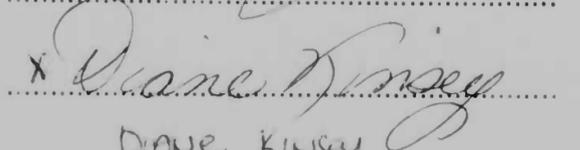
4. This Financing Statement covers the following types (or items) of property: 1 DOCTORS UNIT, SERIAL NUMBER A-73106-44  
1 ASSISTANT UNIT <sup>Serial #</sup> A-730-266-43; 1 DENTAL UNIT, SERIAL NUMBER H-24615; 1 DOCTORS STALL  
SERIAL NO D-713-453; 1 ASSISTANTS STALL, SERIAL NUMBER B-705-430; 1 OPERATORS UNIT, SERIAL NUMBER  
A-7015-35

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block  
reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse  
side of this form.)

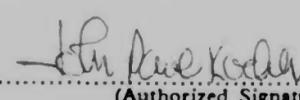
The above-described goods are affixed or to be affixed to:

1 KAY CAR  
DRIVER X-624  
VIN# 116, SERIAL  
NUMBER W-2-2-  
06K

Debtor(s):  
  
PAUL J. KINGSLEY

X   
DIANE KINGSLEY

Secured Party:  
THE ANNAPOLIS BANK AND TRUST CO.  
(Type Name of Dealership)

By:   
(Authorized Signature)

JOHN PAUL KEENER, ASST. VICE PRES  
(Type Name and Title)

(NOTE: Type name under each signature and if com-  
pany, type name of company and name and  
title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

18 175.50

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity Date (if any): \_\_\_\_\_

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
JRC Construction Compnay, Inc. P.O. Box 712 Millersville, Md. 21108	Farmers National Bank of Md 5 Church Circle Annapolis, Md. 21401	_____ _____ _____ _____ _____

This statement refers to original Financing Statement No. 264632  
Book 505 Page 22  
Dated 11/13, 19 86.

A. Continuation. . . . .  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. . . . .  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
accounts receivables, cash and non-cash proceeds and products.

C. Assignment. . . . .  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other. . . . .

RECORD FEE 10.00  
POSTAGE .50  
4107880 0345 R01 T09402  
10/13/87  
A

Farmers National Bank of Maryland  
BY: Earl C. McNay  
(Signature of Secured Party)  
Earl C. McNay, AVP

Dated: October 1, 19 87

1052

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NATIONAL COMPUTER EQUIPMENT CORPORATION  
 Address 200 Maple Park Blvd., St. Clair Shores, MI 48081

2. SECURED PARTY

Name FIRST MACOMB LEASING CORPORATION  
 Address Seven North Gratiot, Mt. Clemens, MI 48043

RECORD FEE 11.00  
 POSTAGE .50  
 #107740 03-5 601 70-108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

10/13/87  
 JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
 Sched. O to Lease #2908 dated 01-26-84 between Debtor and Michelin Tire Corporation, 7468 Candlewood Road, Harmans, MD 21077, including but not limited to all rental payments and other sums due and to become due and all of Debtor's rights and remedies thereunder, machinery, and property described as: (1) 3174-01R w/1046, S/N B0909, (3) 3103

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Todd J. Adams  
 (Signature of Debtor)

Todd J. Adams  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

NATIONAL COMPUTER EQUIPMENT CORPORATION  
 Type or Print Above Signature on Above Line

William B. Zup  
 (Signature of Secured Party)

FIRST MACOMB LEASING CORPORATION  
 Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND

BOOK 518 PAGE 592

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 492 FOLIO 515 ON December 17, 1985 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg. Suite 200-B 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 4102-08 Frederick Ave. Baltimore, Md. 21229

Irvington Fed. Sav. & Loan Assn. 7711 Quarterfield Rd. Glen Burnie, Md. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> <sup>XX</sup> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#107750 CTS R01 T09#09  
10/13/87  
JA

Dated October 8, 1987

William J. Ottey, E. V. P.  
(Signature of Secured Party)

William J. Ottey, Executive Vice-President  
Type or Print Above Name on Above Line

10.50

259613

LIBER - 492 PAGE 515

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200-B; 407 Crain Highway; Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore  
Address 4102-08 Frederick Avenue  
Baltimore, MD 21229

RECORD FEE 11.00  
POSTAGE .50  
#09335 C777 R02 115:49  
DEC 17 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated December 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1046 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/6/85 between Assignor and Assignee:

- 1 (One) Bidmaster 2 Estimating Computer System S/N 194192
- 1 (One) CRT S/N T28553
- 1 (One) Okidata 182 Printer S/N 97951
- 1 (One) Estimating II Terminal S/N T29292
- 2 (Two) Overlay Keyboards S/N's 5183C; 5137C

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF BALTIMORE

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mail to Irvington Fed. Sav. & Loan

11/03/85  
1985 DEC 17 11:41

STATE OF MARYLAND

270137

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.  
Address P.O. Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

RECORD FEE 17.00

POSTAGE .50

10/13/97

JA

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

JERRY E. KIMMEL ADMIN. V.P.  
Type or Print Above Signature on Above Line

17.50

CONDITIONAL SALE CONTRACT NOTE

BOOK 518 PAGE 595

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Rd. Baltimore, MD 21227 P.O. Box 2404 Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 Navistar Model 8300 Tractor W/Sleeper, S/N 1HSJYCUR7JH528855

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 90,444.20; (2) Less DOWN PAYMENT IN CASH \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 20,000.00; (4) CONTRACT PRICE (Time Balance) \$ 70,444.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy thousand four hundred forty four and 20/100\*\*\*\*\* Dollars (\$ 70,444.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 6th day of November, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,174.07 and the final installment being in the amount of \$ 1,174.07

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S): Date: October 6, 19 87. Accepted: Beltway International Trucks, Inc. (SEAL) John W. Ritter Trucking, Inc. (SEAL). By: John Murray (Witness as to Buyer's and Co-Maker's Signature). By: Edmond Ritter Pres. (SEAL) (Witness as to Buyer's and Co-Maker's Signature). This instrument prepared by

4

BOOK 518 PAGE 518

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)  
 \_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller  
 \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale con-

tract and/or lease and/or chattel mortgage (herein called "contract") dated October 6, 1987

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and John W. Ritter Trucking, Inc. P.O. Box 2404 Millersville, MD 21106  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 70,444.20  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of October 19 87

Beltway International Trucks, Inc.  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

270138

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Clerk of the Circuit Court of Anne Arundel County
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) Greeno Enterprises, Inc. Address(es) 6328 Kenilworth Avenue  
Riverdale, Maryland 20737

6 Secured Party Maryland National Bank Address: Department CLDRU  
Attention Betty Hensley Post Office Box 987, Mailstop 509277  
Baltimore, Maryland 21203

RECORD FEE 11.00  
RECORD TAX 210.00  
STAMP .50  
REGISTERED COPY \$109.12  
10/13/87  
JA

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A).

Debtor: Greeno Enterprises, Inc.

Secured Party Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any  
Robert Greeno, President

By: [Signature] (Seal)  
Type name and title  
Thomas J. Howlin, Vice President

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

By: \_\_\_\_\_  
Type name and title

11  
210-50

cm

BOOK 518 PAGE 599

270139

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mickens, Clarence T/A Mickens Trucking

Address 2495 Wintergreen Way Gambrills, MD 24054

2. SECURED PARTY

Name David M. Palmer

Address 8034 Clark Station Rd. Severn, MD 21144

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 18.00

POSTAGE .50

4109310 0345 801 509415

10/13/97

JA

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Clarence Mickens T/A Mickens Trucking

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

FRANCIS SIMONE ADMIN. V.P.

\*and to redeem the property

B

1750

BOOK 518 PAGE 600

CONDITIONAL SALE CONTRACT NOTE

TO: David M. Palmer (Seller) 8034 Clark Station Rd. Severn, MD 21144 (Address of Seller)

FROM: Clarence Mickens T/A Mickens Trucking (Buyer) 2495 Wintergreen Way Gambrills, MD 24054 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): See Schedule "A" attached hereto and made a part hereof for description of equipment.

Table with 10 rows detailing financial terms: (1) CASH SALE PRICE \$20,000.00, (2) DOWN PAYMENT in Cash \$-0-, (3) DOWN PAYMENT in Goods \* (Trade-in Allowance) \$-0-, (4) UNPAID BALANCE [Items (1)-(2)-(3)] \$20,000.00, (5) INSURANCE and other Benefits \$-0-, (6) OFFICIAL or DOCUMENTARY FEES \$100.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$20,100.00, (8) FINANCE CHARGE (Time Price Differential) \$4,336.80, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$24,436.80, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$24,436.80

\* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2495 Wintergreen Way Gambrills Anne Arundel Maryland (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty four thousand four hundred thirty six and 80/100\*\*\*\*\* Dollars (\$ 24,436.80) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 20th day of October, 19 87, and continuing on the same date each month thereafter until paid, the first 35 installments each being in the amount of \$ 678.80 and the final installment being in the amount of \$ 678.80 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: 9/25 19 87
Accepted: David M. Palmer (Print Name of Seller Here) (SEAL)
By: David M. Palmer (Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKER(S):
Clarence Mickens T/A Mickens Trucking (Print Name of Buyer-Maker Here) (SEAL)
By: Clarence Mickens (Co-Buyer-Maker) (SEAL)
By: (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

\*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIALS HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

This is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership, stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon.

Holder, plus expenses and 20% added for attorney's fees without benefit of execution, and Buyer hereby waives and releases relief from any and all imprisonment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor herein, by law here by designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorneys-in-fact and agent for them, and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown hereon, or their last address known to Holder, by certified mail within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT-ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

INITIAL  
 HERE

INITIAL  
 HERE

INITIAL  
 HERE

518 REC 6/11

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 25, 19 87 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used Freightliner Tractor	1981	FLT9664T	1FVEYDYB7BH195555
	Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:			
Two (2)	White Dump Truck	1974		CA113HP099762 CA113HP099782

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

David M. Palmer

Clarence Mickens T/A Mickens Trucking

By:

David M. Palmer

By:

Clarence Mickens

\*Wherever it is said to be Credit Alliance Corporation it will now mean  
Washington Freightliner, Inc.

ASSIGNMENT

BOOK 518 PAGE 603

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated September 25, 1987, between David M. Palmer, as Seller Lessor Mortgagee,

and Clarence Mickens T/A Mickens Trucking 2495 Wintergreen Way Campbell, MD 24054  
(Name) (Address)

as Buyer Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the property described therein and good right to sell, lease and transfer the same. It is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage. It reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property. It and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract. It will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms. We have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper. It has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT. The property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract, that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 24,436.00  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25<sup>th</sup> day of 9, 19 87

David M. Palmer (Seal)  
(Seller Lessor Mortgagee)  
By David M. Palmer

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Stephen Haught and Gregory Haught T/A Arundel Auto Service, A Partnership  
(Name or Names)  
1319 Forest Drive Annapolis, Md. 21403  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: R and B Leasing Associates  
(Name or Names)  
201 N. Charles Street #2500 Baltimore, Md. 21403  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

1-Allen Business System #81-300  
Serial Number #1716813011

RECORD FEE 13.00  
#100020 1345 001 109:15  
10/13/87  
\$

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

*Handwritten initials*

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Arundel Auto Service, A Partnership  
By: *Stephen Haught* (Title)  
(Type or print name of person signing)

SECURED PARTY:  
R and B Leasing Associates  
By: *Stuart R. Rombro*  
Stuart R. Rombro  
(Type or print name of person signing)

By: *Gregory Haught* (Title)  
(Type or print name of person signing)

PLEASE RETURN TO:  
2000 W. JONES AVENUE



BOOK 518 PAGE 605

62-3079  
270141

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Napolean W. Belmore  
Verna W. Belmore  
A-32 Holiday Mobile Estates  
Clark Rd.  
Jessup, Md. 20794

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL RECORD FEE 12.00  
.50
- TERMINATION #108040 C345 R01 T09#19

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Va. 22090

Name & address of Assignee

10/13/87  
JTA

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1988 Nashua, 80X14, serial #17501

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

*V Napoleon W. Belmore*

*V Verna W. Belmore*

Signature of Debtor if applicable (Date)

10-01-87

*Kelley A. Blue*

10/6/87

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 605

Identifying File No. 270112

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name F.J. Kirchner, Jr. Rentals, Inc.  
Address 1912 Lincoln Dr., Annapolis, MD. 21401

2. SECURED PARTY

Name Furnival Machinery Co.  
Address 7135 Standard Dr., Hanover, MD. 21076

2240 Bethlehem Pike, Hatfield, PA. 19440  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D31S, Crawler Loader Serial # 25260

RECORD FEE 11.00  
POSTAGE .50  
#102000 0345 P01 707421  
10/13/87  
JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*F.J. Kirchner Jr.*  
\_\_\_\_\_  
(Signature of Debtor)

F.J. KIRCHNER, JR.  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Ronald Ludchak*  
\_\_\_\_\_  
(Signature of Secured Party)

RONALD LUDCHAK  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

115

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

"CROSS INDEX IN LAND RECORDS"

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POOYA CORP.  
Address 8053 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name DUNKIN' DONUTS OF AMERICA, INC.  
Address Post Office Box 317, Randolph, MA 02368  
Rita M. Cummings, Post Office Box 317, Randolph, MA 02368  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00  
POSTAGE .50  
MICROFILMED COPY TOP 25  
10/13/87

3. Maturity date of obligation (if any) OCTOBER, 1989

4. This financing statement covers the following types (or items) of property: (list) NONFIXTURE & FIXTURE BOTH

All of the Croissant Sandwich equipment as listed on Exhibit I of the Security Agreement (not attached) as well as all other equipment and signs located at the Dunkin' Donuts shop premised at 8053 Ritchie Highway, Pasadena, MD 21122. The record owner of realty is Southdale Limited Partnership, 817 Maiden Choice Lane, Suite 100, Baltimore, MD 21228.

Assignee of Secured Party

PC 4469

Atlantic Leasing & Financial, Inc.  
Suite 207, Blaustein Building  
One North Charles Street  
Baltimore, MD 21201

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A Filed with: Anne Arundel County Clerk of Circuit Court, Annapolis, MD

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

/THE AFOREMENTIONED REALTY.

(see attached Legal Description)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

POOYA CORP.

*Mohammad Pooyanfar*  
(Signature of Debtor)

Mohammad Pooyanfar, President

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

DUNKIN' DONUTS OF AMERICA, INC.

*Charles J. Bennett*  
(Signature of Secured Party)

Charles J. Bennett, Director of Finance

Type or Print Above Signature on Above Line

1350

**Provision for Rental and Notice Submission**

20. All rental payments are to be made to the LESSOR at Post Office Box 317, Randolph, Massachusetts 02368, ATTN: Rent Control Department and any other notice required to be given to the LESSOR shall be sent by certified mail to the LESSOR at Post Office Box 317, Randolph, Massachusetts 02368, ATTN: Vice President—Finance or at such other address as the LESSOR may from time to time designate in writing to the LESSEE by certified mail. Any notice required to be given to the LESSEE shall be sent by certified mail to the LESSEE at the address set forth in Paragraph 2 above or at such other address as the LESSEE may from time to time designate in writing to the LESSOR by certified mail.

**Waivers**

21. One or more waivers of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by the LESSOR to or of any act by the LESSEE regarding the LESSOR's covenant or agreement shall not be construed as a waiver of any other covenant, condition or agreement.

THIS LEASE is made by and between PASADENA DONUT SHOP, INC. of Southdale Square Shopping Center, Pasadena, Maryland 21122 a corporation having its principal office in Pasadena, Maryland (the "LESSEE") and DUNKIN' DONUTS OF MARYLAND, INC. a corporation having its principal office in Randolph, Massachusetts (the "LESSOR").

**LEGAL DESCRIPTION INCLUDING MORTGAGES, EASEMENTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS OF RECORD (IF ANY)**

All that certain lot, piece or parcel of land and the Dunkin' Donuts Shop thereon situate in the Town of Pasadena, County of Anne Arundel and State of Maryland.

BEGINNING for the same at a point in the Easterly right ofway line of Ritchie Highway (150' wide); said point of beginning being further located at the end of the 25th or South 35° 01' East, 540.00 foot line of a conveyance from Marley Land Corporation to Louis E. Pumphrey etal by deed dated December 26, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in liber 2317, page 315;

THENCE from said point of beginning so fixed and with part of Ritchie Highway as surveyed North 35° 24' 48" West, 88.96 feet to a point;

THENCE leaving Ritchie Highway and running through said conveyance on a curve to the right having a radius of 57.0 feet for an arc length of 51.87 feet to a point of tangency;

THENCE North 54° 36' 56" East, 121.5 feet to a point;

THENCE South 35° 24' 48" East, 111.0 feet to a point in the 26th or North 54° 59' East, 200.0 foot line of the aforementioned conveyance to Pumphrey, etal;

THENCE with part of said line reversely, as surveyed South 54° 36' 56" West, 166.5 feet to the point of beginning;

BEING part of the Louis E. Pumphrey, Jr., etal property;

CONTAINING 18,181.38 square feet according to a description prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August 1983.

SUBJECT TO all easements, encumbrances and restrictions of record, if any, and to the terms and conditions of that certain lease dated July 8, 1983, by and between Southdale Limited Partnership ("Prime Lessor") and LESSOR, as lessee (the "Prime Lease").

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

BOOK 518 PAGE 600

FINANCING STATEMENT

DATE: October 5, 1987

270144

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(S): Evelyn Lee Werker

ADDRESS: 53 Stratford Drive  
Severna Park, Maryland 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1- Monograming Machine, Serial #6J2018

RECORD FEE 11.00  
POSTAGE .50  
4108170 0345 R01 109425  
10/13/87  
JK

DEBTOR(S):

Evelyn Lee Werker  
Evelyn Lee Werker

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Paul R. O'Connell  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/9

BOOK 518 PAGE 610

STATE OF MARYLAND

270145

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 8,500.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$59.50  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B and D Enterprises, Inc.  
Address 108 Holsum Way Glen Burnie, MD 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00

RECORD TAX 39.50

POSTAGE .50

#109240 0345 001 TOP/31

10/13/87

JA

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B and D Enterprises, Inc.

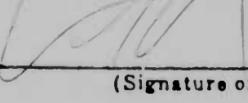
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
(Signature of Secured Party)

LARRY E. KIMMEL ADMIN. V.P.  
Type or Print Above Signature on Above Line

17  
5920.50

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 6th day of October 1987

by and between

**B and D Enterprises, Inc., having its principal place of business at  
108 Holsum Way Glen Burnie, MD 21061**Mortgagor and **Credit Alliance Corporation**

Mortgagee

## WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations," as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.25 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagee's true and lawful Attorney-in-Fact and agent for Mortgagee and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected, and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased) respectively on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wishes to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective. However, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

**B and D Enterprises, Inc.**  
Mortgagor

(Seal)

By *William C. Foster* Pres. ✓  
(Title)

Secretary

STATE OF **Maryland**  
COUNTY OF **Anne Arundel**

} ss

William C. Foster

being duly sworn, deposes and says:

1. He is the **president** of **B and D Enterprises, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

*William C. Foster* ✓

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

<p>(For Individual)</p> <p>as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership)</p> <p>and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation)</p> <p>to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ <b>B and D Enterprises, Inc.</b> who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
--	--	--

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 6 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Mack Tractor	1979 F786ST	F786ST10467

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

B and D Enterprises, Inc.

By: *William C. Ford, Pres* ✓

Financing Statement

File No.

1. Name of debtor(s) or assignor(s)

GOULD INC.

2. Address of debtor(s) or assignor(s)

Street: 6711 BAYMEADOW DR.  
City: GLEN BURNIE  
County: ANNE ARUNDEL  
State: MD

3. Name of secured party or assigned

MINNESCO DIVISION OF  
3M BUSINESS PRODUCTS SALES DIVISION  
270116

4. Address of secured party or assignor

3M BUSINESS PRODUCTS SALES DIVISION  
8301 Greensboro Drive, Ste 300  
McLean, Virginia 22102

5. This financing statement covers the following types of property:

3M "520" COPY DUPLICATOR W/STAND (MODEL 407BG)

6. Applicable if collateral is fixtures: N.A.

The above described fixtures are affixed or to be affixed to: (Description of Real Estate)

RECORD FEE 11.00

POSTAGE .50

10/13/87

3A

Name of record owner of above real estate (include name of wife or husband of all record owners)

GOULD INC.

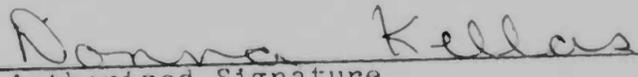
Signature of Debtor(s)

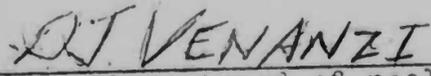
Signature of Secured Party

MINNESCO DIVISION OF  
3M BUSINESS PRODUCTS SALES DIVISION

GOULD INC.  
Firm Name if Appl.

X   
Authorized Signature

  
Authorized Signature

  
Printed or typed of real signature

  
Printed or typed of real signature

(Type name under real signature and if company, type name of company and name and title of authorized signer.)

1150

STATE OF MARYLAND

Anne Arundel County MD

BOOK 518 PAGE 615

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 364896

RECORDED IN LIBER 514 FOLIO 400 ON 12/2/86 (DATE)

1. DEBTOR

Name Chesapeake High Lift, Inc.

Address 809-J Barkwood Court, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Manlift, Inc.

Address P. O. Box 21, Shady Grove, PA 17256

(Attention: Joyce Stottlemeyer)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p><b>Assignment:</b> Secured Party's rights to all that property described in the financing statement bearing the file number shown above, are assigned to:</p> <p style="text-align: center;">Grove Manufacturing Company a Division of Kidde, Inc. P. O. Box 21 Shady Grove, PA 17256</p>	

3345 R01 T10121

10/13/87

JA

Manlift, Inc.

*Charles A. Zemene*  
(Signature of Secured Party)

Dated October 7, 1987

Charles A. Zemene - Group Treasurer  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 9/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ATS Co.

Address 107 Uvata Ave Glen Burnie, MD 21061

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 200 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One (1) Toshiba BD 5610 Copier  
CL627003

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

#109450 0345 R01 T10:07

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

10/13/87

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anna Lee Hicks  
(Signature of Debtor)

ANNA LEE HICKS  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

11/50



BOOK 518 PAGE 618

270150

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. XXXXXXXX (Last Name First) and address(es)  
Lessee  
UNC Aerospace Division of UNC,  
Incorporated  
175 Admiral Cochran Drive  
Annapolis, MD 21401

2. XXXXXXXXXXXXXXXXXXXX and address(es)  
Lessor  
General Electric Credit Corporation  
2264 Silas Deane Highway  
Rocky Hill, CT 06067

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number,  
and Filing Office)

4. This financing statement covers the following types (or items) of property:  
This financing statement is being filed as a precaution only if, contrary to the  
intention of the above parties, the transaction relating to the equipment described  
herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial  
Code. One (1) New Metco Advance Plasma Gun System, s/n 4V703005, including  
PWA 257 Hardware Advance Plasma Gun & Interface Unit, 7MC II Control Unit and  
Control Unit Truck, 4MP Power Feeder System with 480 V Power Supply Unit, Two (2)  
AR1000 Thermal Spray Robot Systems, including 7HE Electrical control, One (1)  
Accoustical Spray Cabinet, and Blast Cabinet, Model 810-B, including all proceeds  
replacements, and accretions attached thereto and all substitutions thereof.  
LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

5. Assignee(s) of Secured Party and  
Address(es)

RECORD FEE 11.00  
#108210 0345 401 TOP/28  
10/13/87  
JA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered: XXXX  
 Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court, Anne Arundel County, MD

UNC Aerospace Division of UNC, Incorporated  
By: [Signature]  
Signature(s) of XXXXXXXX Lessee

General Electric Credit Corporation  
By: [Signature]  
Signature(s) of XXXXXXXXXXXX Lessor

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

ent. if it req.  
copy as an acknowlede.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

Schenck, James  
P.O. Box 3212  
Laurel, MD 20708

2 Secured Party(ies) and address(es)

Fasig-Tipton Co., Inc.  
40 Elmont Road  
Elmont, NY 11003

3 Maturity date (if any)

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 13.00

POSTAGE .50

810730 0345 001 108107

4 This financing statement covers the following types (or items) of property

Hip No. 191, b.c., SEATTLE SLEW-THIRTY PACES

5. Assignee(s) of Secured Party and  
Address(es)

10/13/87

JM

SEE ADDITIONAL DESCRIPTION ATTACHED

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

James Schenck

Fasig-Tipton Co., Inc.

By: SEE ATTACHED

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

For Use in Most States

BOOK 518 PAGE 620

*[Handwritten mark]*

**FASIG-TIPTON NEW YORK, INC.**  
(Auctioneer)

40 Elmont Road  
Elmont, New York 11003-36

**ACKNOWLEDGEMENT OF PURCHASE**

Hip Number # 191

Purchase Price 22,000 Date 8/13/87

I, the undersigned, hereby purchase the above horse and acknowledge and affirm that: (1) I am familiar with and agree to the Conditions of Sale as printed in the catalogue for this sale and that my bid for and purchase of said horse are governed by such Conditions; (2) pursuant to Condition SIXTH of the Conditions of Sale, a Security Interest is granted to Auctioneer in this horse, in its Jockey Club Certificate of Registration and in any proceeds if credit is extended in connection with purchase of this horse and the total amount owing to Auctioneer per invoices is not paid, and I authorize the filing as a Financing Statement of this document and a copy of the catalogue page describing this horse for the purposes of identification, and agree that the Auctioneer shall have all the remedies of a Secured Party pursuant to the Conditions of Sale and the Uniform Commercial Code or other applicable law.

Signature of Buyer *James Schenck*

Name (Please print) JAMES SCHENCK

Business Address P.O. Box 3212

City Laurel State MD. Zip Code 20708

Telephone Number (301) 725-5138

**OFFICE COPY**

BY: *[Signature]* Auctioneer (Secured Party)

**THIS SALE IS "AS IS," subject only to the limited warranties specified in the CONDITIONS OF SALE.**

Thursday  
Hip No. Property of Spendthrift Thoroughbred Breeding No. 1

Barn 3 West

Barn 6

**191**

**Bay Colt**

Bay Colt  
April 25, 1986

Seattle Slew	{	Bold Reasoning	{ Boldnesian
		My Charmer	{ Reason to Earn
Thirty Paces (1973)	{	Dancing Count	{ Poker
		Bank Book Sadye	{ Fair Charmer
			{ Northern Dancer
			{ Snow Court
			{ Blue West
			{ Sadye S.

Bay Fil  
March

By SEATTLE SLEW (1974), horse of the year. Leading sire. Sire of 6 crops, 226 foals, 140 starters, 23 black type winners, 92 winners, \$14,594,130 in U.S., including Slew o' Gold (\$3,533,534, champion), Swale (\$1,583,660, champion), Capote (\$709,130, champion), Life at the Top [G1] (\$989,504), Tsunami Slew.

1st dam

THIRTY PACES, by Dancing Count. 5 wins in 6 starts at 2 and 3, \$35,790.

Cameo S. Sister to Count On Sadye. Dam of—

THIRTY EIGHT PACES (c. by Nodouble). 11 wins, 2 to 5, \$478,662, Roamer H.-G3, Assault H.-G3, Woodlawn S.-G3, Japan Racing Association H., Resolution H., W. P. Burch S., 2nd Meadowlands Cup-G2, Riggs H.-G3, Ben Ali H.-G3, General George S., Allegheny S., etc. Sire.

2nd dam

BANK BOOK SADYE, by Blue West. 10 wins, 2 to 4, \$49,100, Walden S. Dam of 9 foal, 8 to race, all winners, including—

TEN TEN (c. by Rambunctious). 9 wins, 2 to 4, \$121,536, Maryland Futurity, Senatorial S., General George S., 3rd Jet H., etc.

THIRTY PACES (f. by Dancing Count). Black type winner, see above.

Count On Sadye (f. by Dancing Count). 3 wins at 3, \$23,243, 2nd Alma North S.

Just a Sin Away. 11 wins, 3 to 5, \$83,366.

Gold Pride. 9 wins, 2 to 6, \$61,650.

Minstrel's Love. 3 wins at 3, \$14,084. Dam of 5 foals, all winners, incl.—

Bank Book Blues. 4 wins in 8 starts at 2 and 3, \$36,260.

Pennsylvania Girl. 8 wins, 3 to 6. Dam of 4 winners, including—

Ocean Girl. 7 wins, 2 to 4, \$53,770. Dam of In the Curl [LR] (f. by Shelter Half) 3 wins at 3, 1987, \$61,742.

3rd dam

SADYE S., by Fritz Maisel. Half-sister to Sea Play (dam of Brandys Play, granddam of Rapid Rabbit). Produced 6 foals, 5 winners, including—

BANK BOOK SADYE. Black type winner, see above.

Sadye Darlin. 8 wins, 2 to 5, \$28,574, 2nd Marlboro Nursery S. Producer.

Dynamic Sadye. 22 wins, 2 to 8. Producer.

Anita's Love. 11 wins, 2 to 5, \$29,712. Producer.

Another Sadye. Placed at 2. Producer. Granddam of LOVE'S PLEASURE (16 wins, \$116,216, Margate S.).

Nominated to Breeders' Cup.

KTDF.

5/87

By D.  
wil  
Cr  
(\$1  
4,  
1st d.  
TIM  
LIF  
||  
||  
LIT  
||  
||  
My  
Ad  
Ve  
Mi  
2nd  
RUS:

M

S  
M  
Non  
Reg

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Southwood Industries Inc.  
t/a Auto Tech

1929 George Ave.  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory and accounts receivable and equipment now owned or hereafter acquired and all proceeds (cash or non-cash) of such inventory and accounts receivable, and equipment.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3.  Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Southwood Industries Inc.

FARMERS NATIONAL BANK OF MARYLAND

t/a Auto Tech

BY: *Dan Dienes*  
Dan Dienes, President

BY: *Twann D. Oakes*  
Twann D. Oakes

RECORD FEE 12.00  
POSTAGE .50  
#065180 0055 R02 T11:17  
10/13/87

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

*120*

## FINANCING STATEMENT

(X) To be filed in the Financing Records of the County of Anne Arundel.  
To be filed in the Financing Records of the State Department of Assessments and Taxation.

Not subject to Recordation Tax. Principal amount of secured is: \$110,000.00.

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

1. DEBTOR: ADDRESS:  
Sylvia J. Zagami 1174 West Central Avenue  
Davidsonville, Maryland 21035

2. SECURED PARTY ADDRESS:  
DIVERSIFIED LENDING SERVICES, INC. 6000 Executive Blvd., #115  
a Maryland Corporation Rockville, Maryland 20852

3. TRUSTEES ADDRESS:  
Steven H. Hofberg 6000 Executive Blvd., #115  
Richard D. Krampf Rockville, Maryland 20852

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premise hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefore, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floorcoverings, screens storm doors and windows, stoves, gas and electric ranges, refrigerators, freezers and freezing apparatus of every nature, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all

RECORD FEE 15.00

POSTAGE .50

PROPERTY TAX 12.36

TOTAL 27.86

SA

equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either by law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plans, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and sales proceeds; and

(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, including all leases now in force or hereafter entered into, all security deposits and advance rentals paid or to be paid.

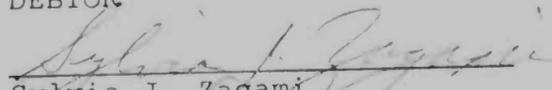
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies, provided that in the lease between the Debtor and any such tenant, the Tenant has the right to remove the items at or before the expiration of the term of the lease.

5. The aforesaid items are included as security to certain Assignments of even date given by the Debtor to the Secured Party named above, and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement, and all replacement or substitute collateral.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the Owner, and which is known as 1174 West Central Avenue, Davidsonville, Maryland 21035, more fully described on Exhibit A attached hereto.

DEBTOR

  
Sylvia J. Zagami

SECURED PARTY

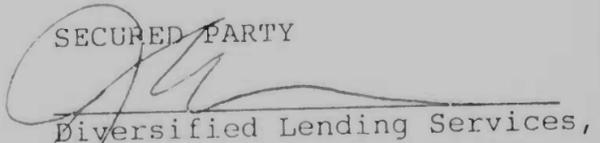
  
Diversified Lending Services,  
Inc.

EXHIBIT A  
(Property Description)

BOOK 518 PAGE 625

All that lot and parcel of ground situated in the First Assessment District of Anne Arundel County and described as follows:

BEGINNING for the same at the north side of Central Avenue (Maryland Route 214) at the end of the first line in the conveyance from Warren Bamford, et al, to William L. Sanders and Helen Sanders, his wife, by deed dated May 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 467, folio 42; thence leaving said conveyance and with the north side of Central Avenue South 73 degrees 16' 20" West 540 feet to a pipe set; thence leaving Central Avenue North 15 degrees 56' West 703.12 feet to a pipe set in a fence line and hedge row assumed to be on the South 83 degree 15' West 100 perch line of the property firstly described in a deed from James R. Brashears, Trustee, to Walter Snyder, dated July 10, 1901, and recorded among said Land Records in Liber GW 21, folio 389; thence running with said fence line and hedge row North 87 degrees 46' 20" East 555.77 feet to a pipe found at the end of the third line of the above-mentioned conveyance from Bamford to Sanders; thence with said third line and the second line of said conveyance reservely South 15 degrees 56' East 564.03 feet to the palce of beginning. Containing 7.85 acres, more or less. Subject to the easement area as shown on State Roads Commission Plat No. 1502.

BEING the same lot and parcel of ground which by Deed dated the 11th day of September, 1987, and recorded among the Land Records of Anne ARundel County at Liber 4460, folio 845, granted and conveyed by David C. Stockett, et al., to Sylvia J. Zagami.

270154

BOOK 518 PAGE 626

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name Service Contractors, Inc.	2. Debtor (s) Complete Address 1174 West Central Avenue Davidsonville, Maryland 21035
3 & 4. Secured Party and Complete Address Diversified Lending Services, Inc. 6000 Executive Boulevard, Suite 115 Rockville, Maryland 20852	5. & 6. Assignee of Secured Party and Complete Address

7. This financing statement covers the following types (or items) of Property:

(a) All present and hereafter created accounts receivable, contract rights, inventory, general intangibles and equipment.

(b) All proceeds, substitute and/or replacement collateral.

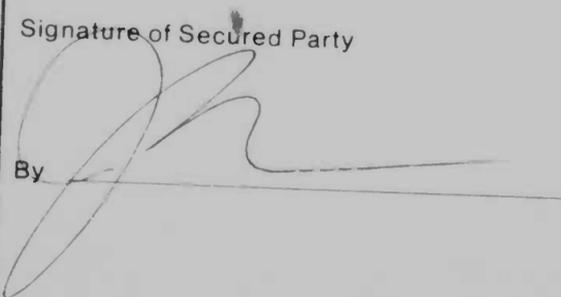
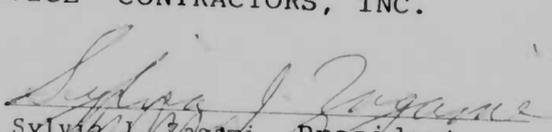
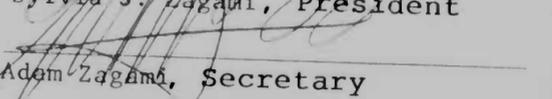
8 a. (x) Proceeds are also covered	No. of add'l sheets presented ( )	RECORD FEE	11.00
8 b. ( ) Products of collateral are also covered		POSTAGE	.50

4108980 0055 01 712437  
10/13/87  
JA

Filed with Circuit Court Clerk of Anne Arundel  County; Other State Department of Assessments and Taxation

9. Transaction is ( ), is not (x) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$

10. This statement to be returned after recordation to Secured Party above.

Signature of Secured Party 	Signature of Debtor SERVICE CONTRACTORS, INC.
By _____	By  Sylvia J. Zagani, President
	By  Adam Zagani, Secretary

140  
10



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493 Page No. 543  
ID No. \_\_\_\_\_

1. Debtor(s)  
 William J. Wroten and Jean L. Wroten  
 Eagle Development Corporation  
 Name or Names - Print or Type  
 P. O. Box 1304, Glen Burnie, MD 21061  
 Address-Street No. City, State, ZIP
2. Secured Party  
 Mercantile-Safe Deposit and Trust Company  
 Mercantile Mortgage Corporation  
 Name or Names - Print or Type  
 P. O. Box 17027, Baltimore, MD 21203  
 Address-Street No. City, State, ZIP
3. Maturity Date (if any) N/A
4. Check Applicable Statement:

A. Continuation ..... <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION

RECORD FEE 10.00  
 POSTAGE .50  
 #063810 0237 R02 T11:58  
 10/09/87  
 JA

Please return to: James C. Praley, Esquire  
 P.O. Box 1330  
 Glen Burnie, MD 21061

Dated September 22, 1987 MERCANTILE MORTGAGE CORPORATION

Paul W. Parks  
 Paul W. Parks, President



MERCANTILE-SAFE DEPOSIT AND TRUST

Ronald D. Nestan  
 Ronald D. Nestan, Vice President

c/02243d

87-265 Wroten/Eagle Development Corporation Green Haven

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 518 PAGE 628  
Identifying File No. 270156

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1624.00  
*Recordation tax of \$14.00*

If this statement is to be recorded in land records check here.

This financing statement Dated 9-21-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S.M. gross Trucking  
Address 4206 Sands Rd. Harwood, Md. 20776

2. SECURED PARTY

Name Simron, Inc.  
Address Executive Plaza II Suite 501  
Hunt Valley, Md. 21031

RECORD FEE 10.00  
RECORD TAX 14.00  
POSTAGE .50  
10/23/87  
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Industrial Air Compressor  
Model # C100GEK30H  
Serial # 487010116

Name and address of Assignee  
Avco Leasing Services  
8301 Arlington Blvd. Ste. 105A  
Fairfax, VA. 22031

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*pu 12/81*  
*9-11-87*  
*Samuel Gross*  
(Signature of Debtor)

Samuel M. Gross  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Richard Yoakum VP Simron Inc.*  
(Signature of Secured Party)

Richard Yoakum, VP Simron, Inc  
Type or Print Above Signature on Above Line

*14-56*

270157

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

**FINANCING STATEMENT**

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**  
and/or its Parent, Alliliates or Subsidiaries

ADDRESS: PO BOX 635  
CITY & STATE: \_\_\_\_\_

**FILING OFFICER NOTICE:**  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
PAMELA MATHEWS		10-09-87	
1844 PATTON DR #A		ACCOUNT NO	TAB
FT MEADE MD	20755	415104834	9079
ANNE BRUNDEL			

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe) 1 CAMERA, 1 radio, 2 TVs (color), 2 VCRS

RECORDING FEE 11.00  
RECORD TAX 7.00  
POSTAGE .50  
4109990 C777 R01 T15106  
10/13/87  
JA

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 727.50

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

Pamela Mathews  
PAMELA MATHEWS DEBTOR

BY Michael Westberg  
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

11-50  
7-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated August 25, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coastal Carriers Corporation  
Address 410 Severn Avenue, Suite 311, Annapolis, MD 21403

2. SECURED PARTY

Name Irving Trust Company  
Address One Wall Street, New York, NY 10015 Attn: Legal Division -  
Legal Assistant - UCC

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Debtor's interest in monies due under Charter party with Republic of Guinea covering the U.S. vessels PRODUCER and DR. JACK, in monies due under letter of credit opened by such Republic to secure its charter payment obligations and in proceeds of insurances covering collection of freights contracted for under said charter, all as more fully described in attached Sheet A

RECORD FEE 10.00  
POSTAGE .50  
10/13/87  
JA

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COASTAL CARRIERS CORPORATION

By: J. Patrick Dowd  
(Signature of Debtor)

PRESIDENT

Type or Print Above Name on Above Line

W.P. Boyd  
(Signature of Debtor)

VICE PRESIDENT - A

Type or Print Above Signature on Above Line

IRVING TRUST COMPANY

By: A.D. Kruglanski  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

57845081

11/50

SHEET A TO FINANCING STATEMENT  
NAMING COASTAL CARRIERS CORPORATION  
AS DEBTOR AND IRVING TRUST  
COMPANY AS SECURED PARTY

This Financing Statement covers the following types or items of property:

(i) All right, title and interest of the debtor in and to all monies and claims for monies due and to become due thereto under a charter party (North American Grain Charterparty 1973 - PA No. GV-7053), dated June 29, 1987, with The Embassy of the Republic of Guinea, providing for the carriage of approximately 15,500 gross tons of bagged rice by the United States flag barge PRODUCER in tow by the United States flag tug DR. JACK, as the same may be amended or supplemented from time to time;

(ii) All right, title and interest of the debtor in and to the proceeds of the letter of credit (reference No. 143260) opened by the Republic of Guinea and issued by the Bank of America in favor of the debtor to pay the freight due under the aforesaid charterparty, as the same may be amended from time to time; and

(iii) All right, title and interest of the debtor in and to any and all proceeds of the insurances placed with John P. Tilden Ltd. covering the collection of freights due under the aforesaid charterparty and evidenced by John P. Tilden Ltd.'s cover note No. 87-7-1424.

BOOK 518 PAGE 632

270159

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction Co., Inc. <del>XXXXXXXX</del> 8170 Mission Road Jessup, MD 20794  M-31951-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 H120040 0717 001 718431 10/13/87 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) ~~Used~~ Caterpillar Model #815 Dirt Compactor S/N 91P1767

NOT SUBJECT TO RECORDATION TAX (AA)

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

~~Cherry Hill Construction Co., Inc.~~  
James Openshaw, Pres

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

11/50

Secured Party(ies) [or Assignees]  
Alban Tractor Co., Inc.

(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

**FINANCING STATEMENT**

BOOK 518 PAGE 633 279160

1.  To be recorded in the Land Records.
2.  To be recorded among the Financing Statement Records.
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 2,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s)	Address(es)	RECORD FEE	11.00
B.E.K. Enterprises, Inc.	303 Songwood Court Millersville, MD 21108	RECORD TAX	14.00
		POSTAGE	.50
		4124090-1377-201	715435
			10/13/87
6. Secured Party	Address	1832 George Avenue	
First Federal Savings & Loan Association of Annapolis		Annapolis, MD 21401	
Attention: <u>Sandra Cowsill</u>			
	(Type name & Title)		

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

\_\_\_\_\_ (Seal) B.E.K. Enterprises, Inc.

\_\_\_\_\_ (Seal) By: *Kenneth R. Hoffman* See Tron (Seal)

\_\_\_\_\_ (Seal) Kenneth R. Hoffman, Treasurer/Secretary (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

14.50



FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis

BOOK 518 PAGE 631

SCHEDULE A

Debtor: B.E.K. Enterprises, Inc.  
303 Songwood Court  
Millersville, MD 21108

Secured Party: First Federal Savings & Loan Association of Annapolis  
1832 George Avenue  
Annapolis, MD 21401

Collateral: Western Pro Plow PP-75-FTE  
7½' Power angling blade  
Serial #B-401240

Loan Amount: \$2,000.00

MAIN OFFICE 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON 261-2493

270161

MARYLAND FINANCING STATEMENT

BOOK 518 PAGE 635

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Primedical, Inc.  
2661 Riva Road Annapolis, Maryland 21401  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
(Address) BFFD 685

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
of LESSOR P.O. Box 116 Baltimore, Maryland 21203  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A.

RECORD FEE 17.00  
POSTAGE .50  
#110130 0777 001 715139  
10-13/87  
JA

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Primedical, Inc.  
By: [Signature] Exec. V.P. BVP  
Randy Old (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: [Signature] Mgr.  
Brian G. Connelly (Title)

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

17.50



BOOK 518 PAGE 636

SCHEDULE AAttached to and made a part hereof Equipment Lease No. BFED 685  
dated September 24, 1987.

<u>Quantity</u>	<u>Description</u>
1	Mitel PBX Telephone System Model SX 200, with 30 Lines and 16 trunks
1	F24C9L48 Shelf files
2	Xerox 6010 Memorywriter Typewriters
1	Xerox 1012 Copier with stand
33	#6604 Girsberger Cousens Chair/ Grey shell
16	#4031-CA-70 Alma Quick Shop Quest Chair/ Harvest Oak and Burg.
8	#8613-CA079 Alma Quick Ship Swivel Arm Chair/ Harves Oak and Burg.
8	#3700-CA-72 Credenza
8	#3772-F Desk
10	#4511-KN64 Alma Quick Ship Reception Seating
2	#02353 Fixtures Table/Folkstone Grey & Chrome
8	#20010 Fixtures D Chair/Charcoal Chrome Finish
4	#SD738 GF SD Secretary Chair Dusk/Grey
4	Secretary Desk-RH w/Return Gray/Oak
3	SD#269 Ped. Desk Grey/Oak
3	SD#748 Desk Chair Dusk/Grey
7	SD#966 Lat Files Grey
24	WS-430 Haworth Worksurface
24	AKP-19 Haworth Adjustable Keyboard
24	SR4 Haworth Shelf Unit
24	TL4 Haworth Task Light
12	WC-6 Haworth Wire Channel
24	WSE-1 Haworth Worksurface Extender

SCHEDULE A (Continued) BDD: 518 637

<u>Quantity</u>	<u>Description</u>
24	WSE-1 Haworth Worksurface Extender
24	MDSL-3 Haworth Pencil Drawer
24	MDSN-6 Haworth Box Drawer
24	MPT-1 Haworth Pencil Tray
23	EFN-362-6P-G Haworth Fabric Panels
1	EFP-362-6P-G Haworth Fabric Panel
30	EFP-362-6K-G Haworth Fabric Panel
5	EFN-462-6K-G Haworth Fabric Panel
24	EFP-462-6K-G Haworth Fabric Panel
4	BFM-1 Haworth Base Infeeds
3	TFM-6 Haworth Feed Modules
12	PRD-3 Haworth Power Receptacle
12	FPFC-62 Haworth Finish Post
11	FPFS-62 Haworth Finish Post
4	WMK-62 Haworth Wall Mount Kit
8	WS-624 Haworth Worksurface
8	AKP-19 Haworth Adjustable Keyboard
16	SR-3 Haworth Shelf Unit
8	TL-3 Haworth Task Light
4	WC-6 Haworth Wire Channel
8	WSE-1 Haworth Worksurface Extender
8	MDSL-3 Haworth Pencil Drawer
8	MDSN-6 Haworth Box Drawer

SCHEDULE A (Continued)

<u>Quantity</u>	<u>Description</u>
8	MPT-1 Haworth Pencil Tray
8	EFN-362-6P-G Haworth Fabric Panels
5	EFN-462-6K-G Haworth Base Infeeds
4	PRD-3 Haworth Power Receptacle
8	FPFC-62 Haworth Finish Post
2	FPFS-62 Haworth Finish Post
6	RKP-3 Haworth Retrofit Powered Profile

Approved and agreed to this 24th day of September, 1987

Lessee: Primedical, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian G. Connelly

BOOK 518 PAGE 639

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) General Battery Corporation c/o Farley Apparel Inc. 6300 Sears Tower Chicago, Illinois 60606	2. Secured Party(ies) and address(es) Norwest Bank Minneapolis, N.A., as Trustee Eighth Street & Marquette Avenue Minneapolis, MN 55479-0069	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #110100 8777 801 105436 10/13/87
4. This statement refers to original Financing Statement bearing File No. <u>507/199</u> Anne Arundel County Clerk, MD Filed with _____ Date Filed <u>January 16,</u> 19 <u>87</u>		

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Debtor's Address has been changed as follows:  
c/o Fruit of the Loom, Inc.  
6300 Sears Tower  
Chicago, IL 60606

GENERAL BATTERY CORPORATION  
By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

NORWEST BANK MINNEAPOLIS, N.A., as Trustee  
By: [Signature]  
Signature(s) of Secured Party(ies)

No. of additional Sheets presented: 0

BOOK 518 PAGE 640

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

General Battery Corporation  
c/o Farley Apparel Inc.  
6300 Sears Tower  
Chicago, Illinois 60606

2. Secured Party(ies) and address(es)

Bankers Trust Company,  
as Collateral Agent  
280 Park Avenue  
New York, New York 10015

3. Maturity date (if any)

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 507/202  
Filed with Anne Arundel County Clerk, MD Date Filed January 16, 19 87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appear in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00

POSTAGE .50

#110110 0777 001 115176

10/13/87



Debtor's address has been changed as follows:

c/o Fruit of the Loom, Inc.  
6300 Sears Tower  
Chicago, Illinois 60606

No. of additional Sheets presented: 0

GENERAL BATTERY CORPORATION

By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

BANKERS TRUST COMPANY, as Collateral Agent

By: [Signature] AVP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-50

Not to be recorded in  
Land Records

Subject to Recordation  
Tax:  
Principal Amount is: \$76,000.00  
File No.: 8759-87

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of ANNE ARUNDEL CO. and given as additional security in the same loan.

Date: OCTOBER 5<sup>th</sup>, 1987

RECORD FEE 14.00  
POSTAGE .50  
#066490 C237 REC TOP:14  
10/14/87  
JA

FINANCING STATEMENT

1. Debtor:

Address:

J. KURT KIMBAL AND STEPHANIE A. KIMBAL

, his wife

1175 OLD ANNAPOLIS BLVD.  
ARNOLD, MD 21012

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike  
Ellicott City, MD 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels,

1400  
50

refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Howard County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in ANNE ARUNDEL COUNTY, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

J. Kurt Kimball (Seal)  
J. KURT KIMBALL

x Stephanie A. Kimball (Seal)  
STEPHANIE A. KIMBALL

FAIRVIEW FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By: Thomas K. George  
THOMAS K. GEORGE  
VICE PRESIDENT

ADDENDUM A

BEGINNING for the same at an iron pipe located at the end of the North 64 degrees East, 267 foot line of the conveyance from C.I. Frankenberg, et al, to James Raymond Tolson and wife, by deed dated the 10th day of August, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 321, Folio 244; and running from thence and through said property, and with the heretofore erroneously described South 38 degrees 37 minutes East 268.1 foot line as corrected, South 39 degrees 17 minutes East 258.99 feet to a pipe in the south outline of the whole tract; thence with said south line, South 48 degrees 10 minutes West 230.59 feet to an iron bar; thence with a line of fence now or formerly placed, North 37 degrees 03 minutes West 319.85 feet to a pipe set in the aforementioned North 64 degrees East line; thence with the same, as corrected for magnetic difference, North 63 degrees 44 minutes East 223.05 feet to the place of beginning. According to a survey and plat thereof by J.R. McCrone, Jr., Registered Professional Engineers and Surveyor in August, 1952; said to contain 1.46 acres of land, more or less.

TOGETHER WITH THE USE IN COMMON for the purpose of ingress and egress to and from the hereinabove described parcel of land of a twelve (12) foot right of way running from the Northwesternmost corner of the herein described tract and lying directly South of and adjacent to the first mentioned North 64 degrees 00 minutes East outline of the whole tract as conveyed by Camsadel Louisa Frankenberg, et al to James Raymond Tolson and wife by Deed dated August 10, 1944, and recorded as aforesaid in Liber J.H.H., No. 321, Folio 244 and along and directly South of the North 64 degree 00 minute East 422 foot line mentioned in the Deed from Alton R. Arnold and wife to Boyd H. Farinholt and wife dated January 23, 1924, and recorded as aforesaid in Liber W.N.W., No. 69, Folio 464 which said tract having been subsequently conveyed to James Raymond Tolson and wife herto, said Right of Way extending from the parcel of land herein conveyed along the North 64 degree 00 minute East line of the above mentioned parcel to the Baltimore and Annapolis Boulevard, also known as Old Annapolis Boulevard. The improvements thereon being known as 1175 Old Annapolis Boulevard.



STATE OF MARYLAND

270165

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Andrew Dziekan Proprietor DBA Bay Forest Cleaners
Address 956 Bay Ridge Rd Annapolis, MD 21403 71673

2. SECURED PARTY

Name Credit Alliance Corporation
Address 100 Dutch Hill Rd Suite 124
Orangeburg, N.Y. 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Equipment Cost: \$7000.00
Tax Amount: \$49.00

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 14.00

RECORD TAX 49.00

POSTAGE .50

#014670 0777 004 110103

10/14/87

JA

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(SEE ATTACHED)

(Signature of Debtor)

ANDREW DZIEKAN PROPRIETOR DBA
BAY FOREST CLEANERS

Type or Print Above Name on Above Line

(SEE ATTACHED)

(Signature of Secured Party)

CREDIT ALLIANCE CORPORATION

Type or Print Above Signature on Above Line

Handwritten notes: 124, 49, 50



# LEASING SERVICE CORPORATION (the "LESSOR")

BOOK 518 PAGE 645

## DIVISION OF CREDIT ALLIANCE CORPORATION

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021 Telephone: 212-421-3600
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608 Telephone: 415-654-8615
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341 Telephone: 404-458-9211
- 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018 Telephone: 312-298-5580
- P.O. BOX 66, PREL PLAZA • ORANGETHURST, NEW YORK 10962 Telephone: 914-359-8111

LEASE NO. 71673

### FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Andrew Dziekan Proprietor DBA  
 Bay Forest Cleaners  
 950 Bay Ridge Rd  
 Annapolis, MD 21403

### SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

London Equipment  
 2243 Bryn Mawr  
 Philadelphia, PA 19131

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 Forenta topper #22AP S/N M5BP00286022
	1 Forenta legger #47PGA S/N M4FGR30686047

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY COUNTY STATE

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 653.00 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	12	\$ <del>XXXXXXXXXX</del> <small>(PLUS SALES TAX, IF APPLICABLE)</small>	12	\$ 0 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

### Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment by Lessor shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangethurg  
 DATE: 10/13/87  
 LESSOR:

DATE EXECUTED BY LESSEE:  
 LESSEE: ANDREW DZIEKAN PROPRIETOR DBA  
FULL LEGAL NAME

LEASING SERVICE CORPORATION

BY: [Signature] AUTHORIZED SIGNATURE TITLE

BY: [Signature] VICE PRESIDENT

BY: [Signature] AUTHORIZED SIGNATURE TITLE

LEASE COPY



Book 518 Page 045 A

By the state when accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sum in the thirty days prior to the next commencement date Lessee will pay Lessor as additional rent along with the first rent payment due after the next commencement date an amount equal to 15% of such sum paid for each day from the date of payment to the next commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but is not to be obligated, to apply any advance rent toward curing any default of Lessee hereunder. In which event Lessee shall primarily remain in the status quo. The full amount specified herein, any advance rent shall be held by Lessor without charge and may be applied by Lessor, in its sole discretion, against the unpaid rent hereunder in the order of their respective maturities, but Lessor shall not be obligated to do so.

8. Upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessor's obligations to Lessor and the amount specified as a Renewal Rent amount. Lessee may renew this lease for one year at the Renewal Rent amount specified by giving Lessor written notice of renewal at least thirty days prior to the expiration of the original or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessee may not be Lessee prior to the expiration of the original or any renewal term hereof. If Lessee fails to renew this lease as Lessor provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized in law and in fact to issue financing statements or a reproduction thereof as a financing statement.

9. Unless Lessee gives Lessor, within notice of each defect or other proper objection to an item of equipment within three business days after being thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item, in accordance with Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is leased by Lessee, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may also have an agent and attorney in fact for Lessee. Lessor, at its expense, shall keep equipment in good repair and furnish all parts, mechanicals and devices required thereto. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof being expected, by delivering it in such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment in any portion thereof for each month or portion thereof, because of the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment hereunder from any cause whatever and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligations under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall to replace same with like equipment in good repair, to be paid by Lessee in cash all of the following: (a) all amounts then due and payable by Lessee to Lessor under this lease, (b) an amount equal to twenty percent of the cost of said item, and (c) the unpaid balance of the Total Rent for the entire term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in such item, with the exception and limitation, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts mentioned in (a) and (c) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall procure and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with the proceeds to be delivered to Lessor and shall expressly provide that said insurance, as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may state the proceeds of said insurance to replace or repair equipment, within the limits of the policy, which in part, Lessee's obligations to Lessor, Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of and execute and enforce all contracts, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may, at any time, with or without actual notice of the rights or remedies available to it and without first notice or demand to Lessee, appropriate and apply toward the payment of any of Lessor's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, receivables, contract rights, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, receipt or collection. Such application may be made under any contract paid to Lessor may be applied under previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessor's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain adequate insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated, to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the full amount of any such charges and taxes, plus interest, within the time specified in the contract. Lessee shall also provide and maintain paid policy liability personal injury and property damage insurance, being Lessor as additional insured.

14. Lessee shall defend, indemnify and hold Lessor harmless against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its installation, use, use, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due, all charges and taxes local, state and federal which may now or hereafter be imposed upon the equipment, its leasing, renting, use, purchase, possession or use of equipment, and shall have Lessor harmless against any actual or asserted liabilities and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts, receivables, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter, belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement survives any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now or hereafter, which in some instances may be in excess of the value of the property so acquired by Lessor through one or more assignments.

15. Without Lessee's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or its right to use or lease equipment or any part thereof, or permit it to be used by anyone other than Lessee or its assignees. Lessor and its assigns may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee shall mortgage and shall have all of the rights and obligations of Lessee hereunder. Lessee hereby releases each such assignee and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, in set-off that Lessor may have against Lessor, subject to the foregoing, this lease shall be for the benefit of, and is binding upon the heirs, legatees, personal representatives, successors, administrators and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein required or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 15% of the rent due for such delinquent payment, but not to exceed, however, the maximum permitted by applicable law. From the date when such payment was due until paid, and expenses of collection, including attorney's fees, Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and collect payment against Lessee (except in any jurisdiction where such action is not permitted by law for all unpaid amounts due hereunder, plus expenses and 15% added for attorney's fees, without stay of execution, and Lessor hereby waives the issue of process, all rights of appeal and relief from any and all attachments, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, and Lessee fails to perform any other provisions hereof within five days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency re-administration by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, any one or more of the foregoing being a default hereunder then, it and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option, (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such taking) whenever same may be located both all within and substitution of, but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate. Whereupon all rights of Lessee in equipment shall terminate absolutely and Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent with all other sums payable hereunder have been paid in full and Lessee may not sell all payments of rent and it return the equipment, or it sell the equipment applying net proceeds of such sale less 25% of the Actual Cost to the unpaid balance of Total Rent; or it retain equipment and attempt to lease it (leasing 80% of the reasonable rental value of the equipment, as determined by Lessor for the agreed initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiencies under (A) and (B) above. (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder, (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and expense of one shall not be an excuse to preclude the exercise of any other. Notwithstanding any action that Lessee may take, including taking possession of any or all of equipment, Lessor shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees and costs of collection efforts, incurred by Lessor in enforcing any of its rights or remedies hereunder. LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.

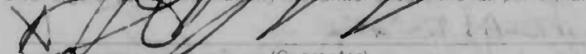
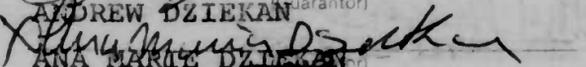
18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by the notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges of other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any ability not be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements, for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereunder, hereby jointly and severally designate and appoint Stuart B. Glavin, Esquire, New York, New York and C.A. Crowl (Corp., New York, New York, or either of them, as each of such party's true and lawful attorney in fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereof. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**GUARANTORS SIGN HERE**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or procedure and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee, nothing shall discharge any guarantor from liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

 (L.S.) \_\_\_\_\_ (Guarantor) \_\_\_\_\_ (L.S.)  
 (L.S.) \_\_\_\_\_ (Guarantor) \_\_\_\_\_ (L.S.)

518 PAGE 647

270167

*a*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  Jet Blast, Inc. 7609 Energy Parkway Baltimore, MD 21226	2. Secured Party(ies) and address(es)  ConTel Credit Corporation 245 Perimeter Center Parkway Atlanta, GA 30346	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>256418</u> Filed with <u>Circuit Court of Anne Arundel County</u> Date Filed <u>April 26</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

RECORD FEE 10.00  
10.50  
APR 28 0345 PM 1985  
10/10/87  
JA

No. of additional Sheets presented:

By: \_\_\_\_\_ ConTel Credit Corporation  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: *J.M. Ireland*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

11.00

BOOK 518 PAGE 648

FINANCING STATEMENT

277169

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

William B. Caton  
Vicki Lyn Lampkin-Stone

1 South Ridge Road #105  
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
NEW 1987 Liberty Homes, Inc., "Glen Oaks" X47009 Mobile Home  
70 X 14, Serial # 08-L-58798, Buckskin/Br.
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00  
REGISTERED 10/14/87  
10/14/87  
JA

Debtor

Secured Party

William B. Caton  
WILLIAM B. CATON  
Vicki Lyn Lampkin-Stone  
VICKI LYNN LAMPKIN-STONE

THE BANK OF BALTIMORE  
BY Janita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

12

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Sch. 08

1. DEBTOR

Name Tidewater Rental Center, Inc.  
Address 166 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy. Glen Burnie, Maryland 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 (one) Melroe Bobcat Model M743 S/N 34101 w/flotation tires, 60" Bucket no teeth

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TIDEWATER RENTAL CENTER, INC.

*Micheal Zivkovich*  
(Signature of Debtor)

Micheal Zivkovich, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
(Signature of Secured Party)

Frank J. Sarro III, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

RECORD FEE 11.00  
M110770 0345 R01 109435  
10/14/87  
JA

11-  
880

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
1. Debtor(s) Name (Last Name First) The Yacht Basin Company, Inc.	2. Debtor(s) Complete Address(es) 2 Compromise Street Annapolis, Maryland 21401
3. & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Md. 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe)  Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.	
8a. (X) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented. ( )	
Filed with Circuit Court Clerk of Anne Arundel County County; Other _____	
9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) The Yacht Basin Company, Inc.	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Acceptance Corp.
 Louis N. Phipps, Jr. PRES.	 W. H. Hamill, Jr.
Type or Print Names Clearly Below Signature.	
GMAC UCC1 Md. 4-74	

NOT FOR PUBLICATION

RECORDED FEE 11.00  
STAMPED 10/9/55  
14/87

11  
E

Anne Arundel County

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement \_\_\_\_\_  
Date of Filing 6-12-86 Record Reference 262300 Book 499 Page 12  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Captain's Choice Marine, Inc.	1335 Rt. 178	Crownsville, MD		
	plus any and all other locations.			

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

ITT COMMERCIAL FINANCE CORP.	P.O. BOX 489	COLUMBIA, MD	21045	
------------------------------	--------------	--------------	-------	--

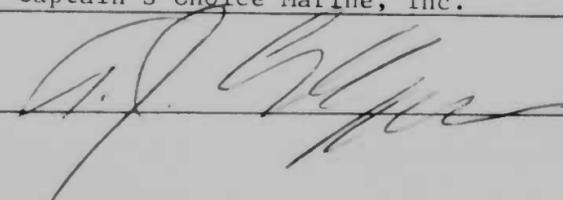
CHECK APPLICABLE STATEMENT

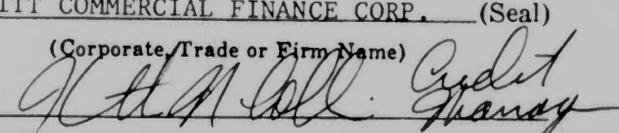
- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00  
#110870 0345 R01 T09:56  
10/14/87  
JA

Debtor(s) or assignor(s)

Captain's Choice Marine, Inc. \_\_\_\_\_  
  
 \_\_\_\_\_  
 (Type or print name under signature)

ITT COMMERCIAL FINANCE CORP. (Seal)  
 (Corporate, Trade or Firm Name)  
  
 Signature of Secured Party or Assignee CREDIT  
 KENNETH N. COLLINS - MANAGER  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

2001 8 11 10 50

# Butler Leasing Company

BOOK 518 PAGE 652

## FINANCING STATEMENT (FORM UCC-1)

270171

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):  
FRANCH & JARASHOW, P.A.

111 CATHEDRAL ST.  
ANNAPOLIS, MD. 21404

RECORDING FEE 13.00  
POSTAGE .50  
#110900 0345 RDJ 210400  
10/14/87  
JA

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

SEE ATTACHED EQUIPMENT SCHEDULE

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):  
FRANCH & JARASHOW, P.A.

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY

BY: William A. Franch  
President  
PRINT NAME & TITLE

BY: Deborah Scherr  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609

13  
15

## EQUIPMENT SCHEDULE

QUANTITY	DESCRIPTION
1	T/24 Custom 40-W 24W X 18D X 21H//Wood bullnose top with one shelve (Finish to match Carolina walnut finish)
1	C/30 RC925TB-DW Venner-Walnut with diamond stain finish (D) CYL 500 edge//Bullnose edge diamond top 96 X 48 conference table Rect. oiled walnut stain sheen (2) $\frac{1}{2}$ cylinder Drum base
1	C/30 BS911TBWV One-Way grain PE60-D finish top & base stain finish// 36 X 84 panel end conference table
1	S/61 365 with 662L856 Light gray plum// 5 high with recessed doors 36 X 18 X 65 11/16 lateral file
2	S/61 425 with 262L856 Light gray plum // 5 high with recessed doors 42 X 18 X 65 11/16 lateral file
2	T/24 Custom 40-W 24W X 18D X 21H// Wood bullnose top with one shelve (Finish to match condi oiled walnut)
1	K/24 52-3672DPW//Walnut 36 X 72 double pedestal desk ( In stock)

BOOK 518 FILE 854

## EQUIPMENT SCHEDULE

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	<u>RECEPTION AREA</u>
2	C/7 #6632PA Walnut F40 #790// Side chairs
1	T/22 #S216 Walnut Amherest Port// Love-seat
1	T/22 #S186 Walnut Amherest Port// Side chair
2	I/4 #5028 Walnut// Lamp table 22"H X 28 X 28
1	I/4 #5047E Walnut// Coffee table 16"H X 47 X 18
	<u>BARBARA'S OFFICE / Conference 4 Down stairs</u>
2	M/23 #F4028-B-W95// Medium walnut stain open pore lacquer on walnut Maria chair, upholstered in 1 1/2 yd. C.O.M. St. Timothy Confetti-color Orchard
8	M/23 #F4028-B-W725 Black open pore lacquer on walnut Maria chair-Upholstered in 1 1/2 yds. ea. C.O.M. T/22-St. Timothy Confetti-color Orchard
	<u>CONFERENCE ROOM #1</u>
14	C/7 #6632 Walnut F40 #790//Arm chair
	<u>CONFERENCE ROOM #2</u>
1	T/24 22 series 30 X 66 rectangular table with panel end base in walnut with 2 1/2 solid wood top (Finish to match Carolina walnut finish)

# Butler Leasing Company

BOOK 518 PAGE 655

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 268657

Recorded in Libre 514 Folio 584 On 7/17/87

LESSEE/DEBTOR  
FRANCH & JARASHOW, P.A.  
111 CATHEDRAL ST.  
ANNAPOLIS, MD. 21401

LESSOR/SECURED PARTY  
BUTLER LEASING COMPANY  
9861 BROKEN LAND PARKWAY SUITE 210  
COLUMBIA, MD. 21046

A. xxx ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.

B. \_\_\_\_\_ AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:

C. \_\_\_\_\_ PARTIAL RELEASE:

D. \_\_\_\_\_ TERMINATION:

ASSIGNEE: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS  
COMMERCIAL LOAN DEPT.  
1832 GEORGE AVE.  
ANNAPOLIS, MD. 21401

RECORD FEE 10.00  
POSTAGE .50  
RECORDED COPY FOR T10101  
10/14/87  
JA

PROPERTY: COMPUTER EQUIPMENT

LESSEE/DEBTOR

LESSOR/SECURED PARTY

\_\_\_\_\_

BUTLER LEASING COMPANY

BY: \_\_\_\_\_

BY: Deborah Stran Scherr

PRINT NAME & TITLE

DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609

209  
D-05-3

270173

BOOK 518 PAGE 658

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Backyard Boats-Shady Side, Inc.  
d/b/a Backyard Boats-Annapolis  
222 Severn Avenue  
Annapolis, MD 21403

2 Secured Party (ies) and address(es)

Chrysler First Wholesale Credit, Inc.  
12125 Woodcrest Executive Drive  
St. Louis, MO 63141

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
RECORDED 03-45 001 710408  
10/14/87  
JA

4 This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check  if covered

Proceeds of Collateral are also covered

Products of Collateral are also covered

No. of additional sheets presented:

Filed with: Anne Arundel Circuit Clerk

Backyard Boats-Shady Side, Inc. dba BACKYARD BOATS-ANNAPOLIS

CHRYSLER FIRST WHOLESALE CREDIT, INC.

By: J. Riley Smirnow  
Signature(s) of Debtor(s)

By: Dave O. White  
Signature(s) of Secured Party (ies)

J. Riley Smirnow, President

088-0250 (8/86)

This instrument was prepared by Chrysler First Wholesale Credit, Inc. at the address shown in Item 2.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

18.50

270174

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Backyard Boats-Shady Side, Inc.  
4819 Woods Wharf Road  
Shady Side, MD 20764

2 Secured Party(ies) and address(es)  
Chrysler First Wholesale Credit, Inc.  
12125 Woodcrest Executive Drive  
St. Louis, MO 63141

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

RECORD FEE 13.00  
POSTAGE .50  
RECORDED 2345 R01 T10108  
10/14/87  
JA

Check  if covered  Proceeds of Collateral are also covered

Products of Collateral are also covered

No. of additional sheets presented:

Filed with: Anne Arundel Circuit Clerk  
Backyard Boats-Shady Side, Inc.

By: J. Riley Smirnow  
Signature(s) of Debtor(s)  
J. Riley Smirnow, President

088-0250 (8/86)

CHRYSLER FIRST WHOLESALE CREDIT, INC.

By: Dawn A. White  
Signature(s) of Secured Party(ies)

This instrument was prepared by Chrysler First Wholesale Credit, Inc. at the address shown in item 2.

Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

BOOK 518 PAGE 658

3309-7 aa  
11.50

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

273175

**FINANCING STATEMENT**

Dr. Allan Brown

Name or Names - Print or Type

1. LESSEE(S)

86 Kennedy Drive, Severna Park, MD 21146  
Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company  
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

RECORD FEE 11.00  
POSTAGE .50  
\$11000 1345 ROI 710+11

- 1- Gestetner Copier Model 2110-C Ser#96J5447

10/14/87  
JA

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.  
7. Products of collateral are covered.

LESSEE(S): Dr. Allan Brown

LESSOR: L-J Leasing Company

By: Dr. Allan Brown  
Signature of Lessee

By: Louise E. Neutze  
Signature of Lessor  
Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer. After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
P.O. Box 21472  
600 Reisterstown Road

BOOK 518 PAGE 639

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270176

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Grain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 30, 1986 Schedule # 08, dated July 21, 1987 between Assignor as Lessor and LEASE ACCOUNT # 680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 29, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey, E.V.P.*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

13  
14

13/6

## EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3 (three)	Panels PAA6348
4 (four)	Raceways
2 (two)	Worksurface Support
1 (one)	Panel PAA6318
3 (three)	Leveling Plate
2 (two)	Panel Acous. PAA6330
5 (five)	Upper Glaze NUG3248
6 (six)	Lower Fabric NPF3248
2 (two)	Upper Glaze NUG3242
4 (four)	Lower Fabric NPF3242
8 (eight)	Raceway Cover
6 (six)	Top Caps 6PK42
1 (one)	Panel, Fabric PFF4224
30 (thirty) yards	Oatmeal Fabric
8 (eight)	Panel Fabric PFF4218
3 (three)	Base Covers, paks PBF90
2 (two)	Vinyl Trim-End GVF6300
2 (two)	Vinyl Trim-90 Degrees
1 (one)	Lateral File Shelf
26 (twenty six)	Keys
6 (six)	Panel PAA6318
15 (fifteen)	Panel PAA6330
5 (five)	Panel PAA6336
1 (one)	Panel PAA6360
5 (five)	Panel PAA6342
6 (six)	Panel PAA6348
5 (five)	Panel EAA6342
10 (ten)	One Sided Duplex S0011
2 (two)	Power Cord
1 (one)	Power Pole SPPT
5 (five)	Task Light GLT36
3 (three)	Wire Manager
5 (five)	Transmission Cable STC18
5 (five)	Transmission Cable STC42
5 (five)	Transmission Cable STC48
5 (five)	Worksurface HCL4218
5 (five)	Desk Top WDL6030

TRANS-AMERICAN LEASING CORPORATION

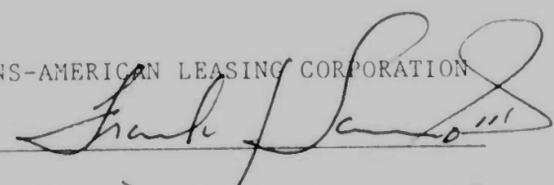
BY: Frank J. SarroTITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS &amp; LOAN ASSOCIATION

BY: William J. OtteyTITLE: William J. Ottey, Exec. VP

5 (five)	Desk End WES3030
5 (five)	Modesty Panel WMS6027
5 (five)	Desk Hardware WHP
5 (five)	Level Plate WPC
5 (five)	Pedestal APB0612
3 (three)	Flip Door Cabinet CAF42
1 (one)	Master Key GMKB
10 (ten)	Series A-D 2 Cabinets GKA
10 (ten) yards	Oatmeal Fabric
48 forty eight)	Storwal Plate Dividers
1 (one)	(3) 60"X18" Fabric
4 (four)	Storwal Files 364W/648L
1 (one)	UPS System Upgrade

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarno, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. VP

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

WILLIAM OTTEY FOR T11156

10/14/87  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2/27/87, Schedule # 02, dated 6/10/87 between Assignor as Lessor and LEASE ACCOUNT # 840307 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/29/87 between Assignor and Assignee:

- 1 (one) IDS PC-88 Computer, 640KB RAM, 1 Floppy Disk Drive, 20MB Hard Disk Drive, EGA Card, Tatung EGA Monitor, Citizen MSP-Wide Carriage Printer with 160 CPS, Epson Compatible, with NLQ Mode, Surge Suppressor, Cables, etc.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*[Handwritten Signature]*  
(Signature of Debtor)

Frank J. Saffo, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*[Handwritten Signature]*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

11/20

270178

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TRANS-AMERICAN LEASING CORPORATION  
Address: The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name: IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address: 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 12/11/86, Schedule # 01, dated 12/15/86 between Assignor as Lessor and LEASE ACCOUNT # 681121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/29/87 between Assignor and Assignee:

1 (one) Tri-Plex Cleat Former w/s & Drive Cleat rolls also w/Snap lock rolls mounted

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey, Jr*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

*JK*  
\_\_\_\_\_  
*JK*

1318

BOOK 518 PAGE 664

270179

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
SEARCH FEE .50  
11/11/87 1040 R01 111457  
10/14/87 JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 27, 1987, Schedule # 01, dated 8/28/87 between Assignor as Lessor and LEASE ACCOUNT # 270787 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/29/87 between Assignor and Assignee:

1 (one) - Impact Printer - S/N 5700311

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

115

1379

518 605

270180

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

RECORDING FEE 11.00

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

POSTAGE .50

11/14/87 1040 201 711/57

10/14/87 JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 24, 1986, Schedule # 02, dated June 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 684270 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 29, 1987 between Assignor and Assignee:

- 1 (one) - AMSTRAD PC1512 Computer, 512KB RAM, 1 floppy disk drive, 20MB Hard disk drive, CGA Card, Amstrad CGA Color Monitor, Mouse, Amstrad keyboard, Microsoft MSDOS 3.2 operating system, Digital Research DOS Plus, GEM, GEM Disktop, GEM Paint, GEM Basic2, RPED Mini Word Processor, Salespro, Panasonic KX-P10921 Printer, 240 CPS, NLQ Mode, Surge Suppressor, Cable

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION  
*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11  
8

1320

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

11.00  
.50  
10/14/87  
\$

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 24, 1986, Schedule # 03, dated June 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 684270 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 29, 1987 between Assignor and Assignee:

- 1 (one) - IDS PC-88 Computer, 640KB RAM, 1 Floppy Disk Drive, 20MB Hard Disk Drive, EGA Card, Tatung EGA Monitor, Citizen MSP-Wide Carriage Printer with 160 CPS, Epson Compatible, with NLQ Mode, Surge Suppressor, Cables, etc.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11  
J

518 667

270182

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50  
11/15/87 10:40 PM 111:58  
JA

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 9/11/87, Schedule # 01, dated 9/14/87 between Assignor as Lessor and LEASE ACCOUNT # 119078 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 29, 1987 between Assignor and Assignee:

- 1 (one) Modern Fold Acoustiseal Partition 932 Series, Top Track Supported - Size 87' 11" x 13' 10 1/2", 14 track

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION  
Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, III  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11  
S

1022

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 9/11/87, Schedule # 02, dated 9/14/87 between Assignor as Lessor and LEASE ACCOUNT # 119078 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 29, 1987 between Assignor and Assignee:

- 1 (one) Modern Fold Acoustiseal Partitions 900 Series, Top Track Supported 933 Model Size 70' 7" x 11' 10 3/4", 14 Track, Vinyl Finish

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Handwritten initials

3000 518 669

270184

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 1/29/85, Schedule # 19, dated 9/8/87 between Assignor as Lessor and LEASE ACCOUNT # 058921 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/29/87 between Assignor and Assignee:

- 1 (one) - 36" electrostatic plotter,
- 1 (one) - Media cutter w/per basket
- 1 (one) - Raster processing machine (RPM) Graphics processor for sorting & rasterizing plot data

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11/15/87 10/14/87  
R01 711:59  
JK

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

*JK*

1325

BOOK 518 PAGE 670

270185

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. REGISTRATION FEE 11.00  
POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 5/18/87, Schedule # 01, dated 5/19/87 between Assignor as Lessor and LEASE ACCOUNT # 881507 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/29/87 between Assignor and Assignee: 10/14/87

SEE ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

*11*  
*2*

1224

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	System 2700- Two Position
1	ACD Spares
1	Installation
1	Management Position
1	CPU
1	Hard Disk
1	Floppy Disk
3	CRT Terminals
1	System Cabinet
1	Printer
1	Autodial Modem
2	Operator Consoles
1	System Spares Consisting of:
	1-CPU Board
	1-Generator Card
	1-Trunk Card
	1-Operator Console
	1-Power Panel
1	Manager's Kit for System 2700
1	Installation
2	Trunk Cards

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: *William J. Ottey*

TITLE: William J. Ottey, Exec.V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*

TITLE: Frank J. Sarro, III, Exec.VP

BOOK 518 PAGE 672

1 No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2 Debtor(s) (Last Name First) and address(es) Christian Book Shop (#2400) 108 Old Solomon's Island Road Annapolis, MD 21401	3. Secured Party(ies) and address(es) Spring Arbor Distributors 10885 Textile Road Belleville, MI 48111		1987 AUG 31 A 9:54
This statement refers to the original Financing Statement bearing the following file numbers			
Sec. of State File No. _____		Reg. of Deeds File No. _____	
4 <input type="checkbox"/> Continuation	The original financing statement bearing file number shown above is still effective.		
5 <input type="checkbox"/> Termination	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
6 <input type="checkbox"/> Assignment	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
7 <input checked="" type="checkbox"/> Amendment	Financing statement bearing file number shown above is amended as set forth in Item 10.		
8 <input type="checkbox"/> Release	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
9 <input type="checkbox"/> Other	Specify in Item 10.		
10			

RECORD FEE 10.00  
RECORD TAX 119.00  
POSTAGE .50

Principal amount of collateral = \$16,803.00

#009520 0040 R03 T14:30

Tax paid to Circuit Court of Anne Arundel County in the amount of \$119.00

Original recording 9-1-87, book #517, page 179 I#269469

10/14/87

JA

by: \_\_\_\_\_  
Signature(s) of Debtor(s)

SECRETARY OF STATE COPY

Order by Form No. B4136 Six Part Continuation, etc. Statement (UCC-3) Revised 1/80  
From Doubleday Bros. & Co., Kalamazoo, Michigan 49002 FINANCIAL PRINTERS

10.00  
119.50

BOOK 518 PAGE 673

270187

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax

4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County, Recordation Tax is being paid with a filing of a Deed of Trust Dated: \_\_\_\_\_

5. Debtor(s) Name(s)  
 Peter Vavaroutsos  
 Gus Vavaroutsos  
 George Tragas  
 Terry Tragas

Address(es)  
 5725 Ritchie Highway  
 Baltimore, Maryland 21225

6. Secured Party  
 Equitable Bank, National Association  
 Attention: DENISE YESHNIK

Address 100 S. Charles Street  
 Baltimore, Maryland 21201

Loan Documentation Asst.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

Peter Vavaroutsos (Seal)  
 Peter Vavaroutsos

George Tragas (Seal)  
 George Tragas

Gus Vavaroutsos (Seal)  
 Gus Vavaroutsos

Terry Tragas (Seal)  
 Terry Tragas

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

14:00  
 .50  
 10/14/87

BT

WIS

**SCHEDULE A**

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement <sup>300</sup> 518-074  
to Equitable Bank, National Association from Peter Vavaroutsos, Gus Vavaroutsos,  
George Tragas and Terry Tragas.

SECTION 7G CONTINUED

All right, title, and interest, now and hereafter existing in and to the Class LB  
Beer, Wine and Liquor License issued by the Anne Arundel County Liquor Board with  
respect to the business premises known as Tennis Place Inn  
and located at 5725 Ritchie Highway, Anne Arundel County, Maryland, together with  
all extensions and renewals thereunder, and all cash and non-cash proceeds and  
products thereof.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270188

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEVERN GRAPHICS, INC.

Address 7590 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name CHESAPEAKE INDUSTRIAL LEASING CO., INC.

Address 8767 Satyr Hill Road Baltimore, MD 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule A with all standard and accessory equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing. Debtor has possession of the equipment under a true lease only. Secured Party has a security interest in the equipment to the extent necessary to protect its title and interest therein.

Name and address of Assignee  
SIGNAL CAPITAL CORPORATION  
Liberty Lane  
Hampton, NH 03842

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

SEVERN GRAPHICS, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Type or Print Above Signature on Above Line

RECORD FEE 17.00

POSTAGE .50

MJ2890 0777 R01 710101

10/15/87

*[Initials]*

SENT BY: SIGNAL CAP MARYLAND :10- 2-87 11:14AM ;

13018337378→

6039267467:# 2

6039267467:# 2

BOOK 518 0876

270189

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. 08647-01  
dated September 30, 1987.

<u>Quantity</u>	<u>Description</u>
1	COM-EQMB Ethernetcontroller-MB Communications, includes hardware controller, transceiver cable.
1	MBUS 4-Slot Multibus peripheral adaptor includes I/F adaptor, power supply, and fans. Will only operate with a minimum of 16 MB of memory.
1	Ethernet Transceiver Kit
1	I-INT-SINT Interleaf Interface, Sunbased
1	SD-3190 Shared Disk System with 190MB Disk Drive - 190 MB (155MB formatted) SCSI disk drive - 45/60 MB 1/4" cartridge tape drive - At least 4 option slots (VMEbus) available - Configured from Sun 3/160M (Tower) Workstation and Sun 3/30 Workstation Notes: 10 No more than four(4) users per SD-3190, i.e. two(2) diskless workstations 2( Fourth user workstation requires additional disk (EX-190)
1	VME-MA VME/Multibus Adapter - Provides one (1) multibus slot on VMEbus systems - Needed for Sun 3/160 systems Notes: 10 ALL Sun 3 equipment is VME based. For any Sun 3 VME Models including: SA-3190; SA-3315; SD-3190; SD-3315; FS-3315; and FS-3315, you must order a VME-MA when attaching any of the devices listed below. <u>PRODUCT DESCRIPTION</u> a) LPR-308SP b) LPR-326SP c) TPSK-TMS d) TPSK-TOGS e) IS-CS f) XC-SMD g) TDX-50

518 00677

SCHEDULE A (Continued)

<u>Quantity</u>	<u>Description</u>
1	TRNG3S
1	TRNG3XS
1	LPR-326SP Laser Printer - 300 dots per Inch resolution - Printing speed of 26 pages per minute (maximum) - Recommended maximum duty cycle of 20,000 pages per month - Image and font memory capacity of 3.0 MBytes - Maximum paper size of 11 X 17 Inches - 250 sheet Universal (adjustable) paper tray (standard paper size up to 11 X 17 Inches) - License for Interleaf RIPrint Laser Printer Software - Centronics-style parallel interface - Line Printer emulator - 500 sheet paper tray (8 1/2 X 11 Inches only) - Supplies available from authorized Dataproducts dealers Notes: 1) Requires one (1) Multibus slot in SUN for parallel interface board 2) Requires one (1) serial RS-232C port 3) VME-based systems require model VME-MA (VME-multibus adapter) 4) Not available on SA-3190SB, and SD-3190SB 5) MFC is based on monthly usage. Usage is monitored quarterly and excess usage above the contracted rate is billed as a quarterly excess usage surcharge. Customer may not have identified his usage at time of contracting. Customer should contract at his expected usage (default 20,000) and pay quarterly surcharge as required. At customers' request, Interleaf will adjust MFC to the appropriate rate.

RCV BY: XEROX TELECOPIER 7010 : 10- 2-87 11:15AM :  
SENT BY: SIGNAL CAP MARYLAND : 10- 2-87 11:15AM :

13018337378-  
13018337378-

6039267467:# 4  
6039267467:# 4

BOOK 518 PAGE 678

SCHEDULE A (Continued)

Quantity

Description

2

IES-LS  
Line-Art Image Editing Software License for Sun Microsystems  
1-6 Workstations at a Site

Images can be Input (screen capture or scanned viewed, cut, pasted, moved, duplicated and printed with a standard TPS license running on an Interleaf workstation. It is designed for use with either the IS-LS or IS-CS image scanners.

- Size, Reflect and Rotate in the diagramming editor
- Crop an image but retain cropped area
- Crop an image and delete cropped area
- Append contrast curve to map Input black and white to any output gray level
- Zoom mode for integer values between one and sixteen
- Select edit color (black or white) numerically or dynamically
- Fill bounded areas with color (black or white)
- Paint with different brush shapes and sizes
- Clone, Erase and Reset to original or last apply

1

THA-A-U300-S  
Unedited Type Package Themes (Times Roman)

1

ONT-A-U300-S  
Unedited Type Package Century (Century Schoolbook)

1

SWS-A-U300-S  
Unedited Type Package Swiss (Helvetica)

Approved and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_

Lessee: Severn Graphics, Inc.

Lessor: SIGNAL CAPITAL CORPORATION

By: *J. T. Russell*

By: *J. T. Russell*

**END  
LIBER**